

ELECTRONIC RECORDS ARCHIVES

DRAFT REQUEST FOR PROPOSAL (DRFP)

for the

**NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION**

**ELECTRONIC RECORDS ARCHIVES
PROGRAM MANAGEMENT OFFICE
(NARA ERA PMO)**

August 5, 2003

Prepared by:

Integrated Computer Engineering (ICE)
A Subsidiary of
American Systems Corporation (ASC)

Contract Number: GS-35F-0673K
Delivery Order Number: NAMA-01-F-0031/03-013

Section A – Cover Sheet

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SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 32		
2. CONTRACT NO.		3. SOLICITATION NO. HQ0006-03-R-9999		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY CODE TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Date) (Hour)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
	C	DESCRIPTION/ SPECS./ WORK STATEMENT					J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			3	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			4	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	G	CONTRACT ADMINISTRATION DATA				X	M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS								
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Previous Edition is Unusable

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

Section B – Supplies or Services and Price

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Contract Line Item Number (CLIN)	Supplies and/or Services	Quantity	Unit	Amount
0001	Fixed Price. Period of Performance, 12 months from contract award. System Analysis & Design of Electronic Record Archives System.	1	Lot	\$
0002	Fixed Price Data and Reports for CLIN 0001 Provide data and reports in accordance with the Contract Data Requirements List and Performance Works Statement (PWS)	1	Lot	NSP
Firm Fixed Price, System Analysis and Design Phase				\$

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<u>Optional</u> Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0101	Cost Plus Award Fee (CPAF) Increment 1: Period of Performance 24 months from exercise of Option 1 Includes all labor (program management, engineering, development, documentation, installation, all software maintenance, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 1	1	Lot	\$
0102	CPAF Startup for Operation and Support of ERA Operational System. Period of performance is 6 months, beginning 18 months from exercise of Option 1. Includes all labor (computer and network operations, and help desk and other support) and materials (parts, supplies, media, etc.).	1	Lot	\$
0103	CPAF Data and Reports for CLIN 0101 and 0102 Provide data and reports in accordance with the Contract Data Requirements List and PWS	1	Lot	NSP
0104	Award Fee for CLIN 0101	1	Lot	% _____ \$
0105	Award Fee for CLIN 0102	1	Lot	% _____ \$
Increment 1, Total Estimated Cost				\$

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<u>Optional</u> Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0201	CPAF Increment 2: Period of Performance 12 months from exercise of Option 2 Includes all labor (program management, engineering, development, documentation, installation, all software maintenance, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 2	1	Lot	\$
0202	CPAF Operation and Support of ERA Operational System. Period of performance is 12 months beginning at exercise of Option 2. Includes all labor (computer and network operations, and help desk and other support) and materials (parts, supplies, media, etc.).	1	Lot	\$
0203	CPAF Data and Reports for CLIN 0201 and 0202 Provide data and reports in accordance with the Contract Data Requirements List and PWS	1	Lot	NSP
0204	Award Fee for CLIN 0201	1	Lot	% _____ \$
0205	Award Fee for CLIN 0202	1	Lot	% _____ \$
Increment 2, Total Estimated Cost				\$

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<u>Optional</u> Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0301	CPAF Increment 3: Period of Performance 12 months from exercise of Option 3 Includes all labor (program management, engineering, development, documentation, installation, all software maintenance, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 3	1	Lot	\$
0302	CPAF Operation and Support of ERA Operational System. Period of performance is 12 months beginning at exercise of Option 3. Includes all labor (computer and network operations, and help desk and other support) and materials (parts, supplies, media, etc.).	1	Lot	\$
0303	CPAF Data and Reports for CLIN 0301 and 0302 Provide data and reports in accordance with the Contract Data Requirements List and PWS	1	Lot	NSP
0304	Award Fee for CLIN 0301	1	Lot	% _____ \$
0305	Award Fee for CLIN 0302	1	Lot	% _____ \$
Increment 3, Total Estimated Cost				\$

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<u>Optional</u> Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0401	CPAF Increment 4: Period of Performance 12 months from exercise of Option 4 Includes all labor (program management, engineering, development, documentation, installation, all software maintenance, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 4	1	Lot	\$
0402	CPAF Operation and Support of ERA Operational System. Period of performance is 12 months beginning at exercise of Option 4. Includes all labor (computer and network operations, and help desk and other support) and materials (parts, supplies, media, etc.).	1	Lot	\$
0403	CPAF Data and Reports for CLIN 0401 and 0402 Provide data and reports in accordance with the Contract Data Requirements List and PWS	1	Lot	NSP
0404	Award Fee for CLIN 0401	1	Lot	% _____ \$
0405	Award Fee for CLIN 0402	1	Lot	% _____ \$
Increment 4, Total Estimated Cost				\$

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<u>Optional</u> Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0501	CPAF Increment 5: Period of Performance 12 months from exercise of Option 5 Includes all labor (program management, engineering, development, documentation, installation, all software maintenance, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 5	1	Lot	\$
0502	CPAF Operation and Support of ERA Operational System. Period of performance is 12 months beginning at exercise of Option 5. Includes all labor (computer and network operations, and help desk and other support) and materials (parts, supplies, media, etc.).	1	Lot	\$
0503	CPAF Data and Reports for CLIN 0501 and 0502 Provide data and reports in accordance with the Contract Data Requirements List and PWS	1	Lot	NSP
0504	Award Fee for CLIN 0501	1	Lot	% _____ \$
0505	Award Fee for CLIN 0502	1	Lot	% _____ \$
Increment 5, Total Estimated Cost				\$

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Contract Line Item Number (CLIN)	Supplies and/or Services	Quantity	Unit	Amount
0601	CPAF Operation and Support of ERA Operational System. Period of performance is 12 months beginning at exercise of Option 6. Includes all labor (computer and network operations and help desk and other support) and materials (parts, supplies, media, etc.).	1	Lot	\$
0602	CPAF Data and Reports for CLIN 0601 Provide data and reports in accordance with the Contract Data Requirements List and PWS	1	Lot	NSP
0603	Award Fee for CLIN 0601	1	Lot	% _____ \$

Total Price, Estimated Cost and Fee of the Contract	\$
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Section C – Performance Work Statement

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This page intentionally left blank. Please refer to Section J-1 for information regarding the Statement of Objectives (SOO).

Section D – Packaging and Marking

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NARA 4.1 SUBMISSION OF FORMS AND REPORTS

JUL 2000

All postage and fees relating to submitting information, including, but not limited to, forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative (COR) shall be prepaid by the Contractor.

(End of Clause)

NARA 4.2 MARKING OF INFORMATION OR REPORTS

JUL 2000•

All information or reports submitted shall prominently show on the cover of the report:•

- 1 Name and business address of Contractor,•
- 2 Contractor's point of contact for report and phone number,•
- 3 Contract number and/or Order number,•
- 4 Contracting Officer's name, phone number and address, and•
- 5 Name and address of COR.•

(End of Clause)

Section E – Inspection and Acceptance

1.0 CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection of Supplies – Fixed Price (Fixed Price Only, CLIN 0001/0002)	AUG 1996
52.246-3	Inspection of Supplies – Cost Reimbursement (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	MAY 2001
52.246-4	Inspection of Services -- Fixed-Price (Fixed Price Only, CLIN 0001/0002)	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

Section F – Deliveries or Performance

1.0 CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities (Fixed Price Only, CLIN 0001/0002)	SEP 1989
52.242-15	Stop-Work Order (Fixed Price Only, CLIN 0001/0002)	AUG 1989
52.242-15	Stop-Work Order Alternate 1 (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	AUG 1989 APR 1984
52.242-17	Government Delay Of Work (Fixed Price Only, CLIN 0001/0002)	APR 1984
52.247-34	Free on Board (FOB) Destination (Fixed Price Only, CLIN 0001/0002)	NOV 1991

Section G – Contract Administration Data

*Draft***CONTRACT ADMINISTRATION DATA****NARA 7.2 DESIGNATION OF CONTRACTING OFFICER'S
REPRESENTATIVE NOV 2001**

a. (1) The Contracting Officer's Representative (COR) for this contract is: **To Be Determined**

For contractor A:

National Archives and Records Administration

Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

For contractor B:

National Archives and Records Administration

Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

(2) The individual named above is designated as the COR to assist the Contracting Officer (CO) in the discharge of the Contracting Officer's responsibilities. The COR is responsible for monitoring, giving progress reports to the CO, providing technical direction and clarification to the Contractor, and overall technical surveillance of services to be performed under this contract. The COR should be contacted regarding questions or problems of a technical nature. Technical direction and clarification must be within the general scope of the work stated in the contract. Technical direction and clarification may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the appropriate

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changes clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions, or specifications of the contract. In no event will any understanding or agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any person other than the CO be effective or binding upon the Government.

(3) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall immediately notify the CO and follow-up in writing within in five (5) calendar days. The Contractor shall proceed with the questioned work affected by the technical direction or clarification unless instructed otherwise by the CO.

b. The responsibilities of the COR include, but are not limited to, the following:

(1) Provides technical direction and ensures Quality Assurance (QA);

(2) Reviews and certifies invoices in accordance with invoicing instructions of the contract ensuring that payment is made only for satisfactory services or supplies received. Maintains file copies of all invoices and supporting documentation. Monitors the costs of cost-reimbursement, time-and-material, and labor hour type contracts to ensure that they appear to be reasonable for the efforts performed; this includes the type of labor and number of labor hours, travel locations/duration/number of travelers, and types and quantities of material as indicated in J-6. As a minimum, the COR must review invoices and any status reports provided by the Contractor to verify that the hours or cost incurred are reasonable for the Contractor's effort and contract deliverables provided. Upon certification of invoices, the COR shall provide a copy of the invoice and certification to the payment office and a copy to the contracting office.

(3) Monitors contract performance, provides inspection and acceptance of Contractor performance, certifying that the services are satisfactory and performed in accordance with the contract's terms and conditions. Whenever possible, the originator of the acquisition requirements should not also be the inspector/acceptor of the services; therefore, the level above the COR will sign as the originator/requestor of all acquisitions requiring a COR.

(4) Submits a written report to the CO addressing all aspects of the Contractor's performance, including cost effectiveness, quality, and timeliness of performance. This report shall be submitted within sixty (60) days of contract and/or task/delivery order completion, but no less than annually.

(5) Ensures information received from the contractor is accurate and complete and that the COR maintains a non-personal relationship with the Contractor.

(6) Maintains a COR file, by contract and delivery order (if applicable) containing contract documentation including copies of all Alternate COR appointment letters and correspondence.

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(7) Completes and forwards information regarding all Government property furnished to the contractor to the CO, retaining records of the date provided to the contractor and the condition of the property.

(8) Serves as the point-of-contact through which the Contractor can relay questions or problems of a technical nature to the Contracting Officer.

(9) Confers with representatives of the Contractor regarding any non-performance or unsatisfactory performance; following through to assure that all non-performance or unsatisfactory performance is performed/corrected or payment adjustment is recommended to the CO.

(10) Reviews and evaluates Contractor's Indefinite Delivery Indefinite Quantity (IDIQ) estimates (if applicable to contract), furnishes comments and recommendations to the CO as appropriate.

(11) Advises the CO of any performance problems and makes recommendations for corrective action to correct performance issues.

(12) Furnishes the CO with any requests for change, deviation, or waiver (whether generated by Government personnel or Contractor personnel), including all supporting paperwork in connection with such change, deviation, or waiver.

c. Nothing in the foregoing paragraphs of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical direction or clarification.

(End of Clause)

NARA 7.7 CERTIFICATION OF INVOICE (JUL 00)

a. The CO and COR will review a copy of each invoice for correctness of labor categories used, services performed, etc. The CO or the COR will certify the invoice and:

- (1) Submit it to the payment office for payment; or
- (2) Authorize reimbursement by Government purchase card.

b. If the CO or COR disagrees with the invoice, the CO or COR, as appropriate, will immediately:

- (1) Notify the paying office or withhold Government purchase card reimbursement;
- (2) Contact the Contractor to resolve any discrepancies,
- (3) Obtain a corrected invoice; and, as appropriate,
- (4) Forward the corrected invoice to the paying office or authorize Government purchase card reimbursement.

c. If only a portion of the invoice costs are in dispute, the CO or COR, if assigned, will certify only the undisputed costs and, as appropriate, submit the invoice to the payment office for partial payment or authorize only partial Government purchase card payment. The COR will work with the Contractor to resolve any remaining disputed costs.

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d. If the COR cannot resolve the invoice discrepancy with the Contractor, or if a problem has been noted with the Contractor's performance, the COR shall notify the CO, in writing, with details of the problem.

(End of Clause)

NARA 7.5 INVOICE SUBMISSION REQUIREMENTS**DEC 2002**

(Addenda to 52.212-4(g))

- a. (1) All original invoices (plus two copies), shall be sent to:

General Services Administration
External Services Branch (6BCE)
P.O. Box 914760
Kansas City, MO 64141

- (2) The Contracting Officer and the COR shall be sent a copy of all invoices.

b. To constitute a "proper" invoice and to assist the Government in making timely payments, the invoice shall include the following information and/or attached documentation:

- (1) See Far 52.212-4(g) Contract Terms and Conditions—Commercial Items (shown earlier in full text);
- (2) Electronic File Transfer (EFT) information;
- (3) Government Document Number (the Document Number is an 8 digit number that begins with NO); and
- (4) Tax ID Number (TIN).

(End of Clause)

Section H – Special Contract Requirements

Government and NARA ERA Support Contractor's Personnel (NARA ERA PMO)

(a) During performance of this contract, Government and NARA ERA Support Contractors' personnel frequently may be present at the contractor's facility and have other contacts with contractor personnel. Additionally, the contractor will be required to interact and cooperate with various NARA ERA Support Contractors' personnel supporting the Government working groups. The Government personnel and its support contractors will advise the contractor, review products and work in process, and provide clarifications from time to time; however, these contractor personnel will not formally approve or disapprove deliverables. Neither shall support contractors (such as the ERA PMO support or Independent Verification & Validation (IV&V) contractors) have any authority to direct the contractor. The contractor shall not construe advice and clarifications by these personnel as direction by the Government. On the other hand, the contractor, in performing its requirements, is expected to seamlessly communicate, cooperate, and grant access across the program, whether those communications, cooperation, or access be with authorized contractor support personnel or Government personnel. The Contracting Officer (CO) shall be the only individual authorized to modify any terms and conditions of this contract. The contracting officer representative(s) may direct technical effort, as required, within the scope of the contract. When in doubt, the CO shall make the appropriate determinations.

(b) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (a) above, subject to coordination with the contractor. This agreement does not relieve the contractor of its responsibility to manage its subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government (or the ERA PMO support contractor) and such subcontractors.

NARA 8.3, STANDARDS OF CONDUCT (JUL 00)

a. When Contractor is onsite at a federal building, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Each employee or supervisor of the Contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

b. The Contractor shall be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

c. Where applicable, the requirements of this clause shall be expressly incorporated into subcontract(s) and shall be applicable to all subcontractor employees who may perform recurring services or work at the federal building and grounds of this contract.

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(End of Clause)

NARA 8.5, KEY PERSONNEL (JUL 00)

a. The Contractor agrees to assign to the contract those key persons whose resumes were submitted with the Contractor's proposal as required to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

b. The Contractor agrees that during the first eighteen (18) months of the contract period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the CO and provide the information required by paragraph (d) below.

c. If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

d. All proposed key personnel substitutions shall be submitted, in writing, to the CO at least thirty (30) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution; a complete resume(s) for the proposed substitute(s); the hourly rates of the incumbent(s) and the proposed substitute(s); and any other information required by the CO to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions shall be submitted in accordance with the format specified in the original solicitation. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

e. In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor shall submit to the CO for approval the information required in paragraph (d) above.

f. The CO shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

g. If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the CO for default or for the convenience of the Government, as appropriate. Alternatively, at the CO's discretion, if the CO finds the Contractor to be at

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fault for the condition, the CO may equitably adjust (downward) the contract price to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

Security Requirements

Selective effort to be performed under this contract will require access to and protection of TS/SCI sensitive and/or classified information/data. The contractor shall ensure that all appropriate security and protection actions are taken (including providing cleared personnel and procedures) consistent with the security requirements.

(End of Clause)

Change of Contract Type

In accordance with the spirit of FAR 16.103(c), Negotiating Contract Type, NARA intends, by negotiation, to change contract type CLINs from Cost Reimbursement to Fixed Price as requirements become more certain.

(End of Clause)

Organizational Conflict of Interest (OCI)

The primary purpose of this clause is to aid in ensuring that:

- a.** The Contractor's objectivity and judgment are not biased because of its present, or currently planned interests, (financial, contractual, organizational, or otherwise) which relate to work under this task order;
- b.** The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and
- c.** The Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.
- d.** The Contractor will be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this task order unless the Contractor is the sole source.
- e.** If the Contractor, in the performance of this task order, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without

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prior written approval of the CO, it will not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

f. The Contractor must include this clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms “Contract,” “Task Order,” “Contractor,” and “Contracting Officer” will be appropriately modified to preserve the Government's rights.

g. The Contractor represents that it has disclosed to the CO, prior to award, all facts relevant to the existence or potential existence of OCI as that term is used in FAR Subpart 9.5. The Contractor represents that if it discovers an OCI or potential conflict of interest after award, a prompt and full disclosure must/will be made in writing to the CO not later than two (2) days after the discovery is made. This disclosure must include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

(End of Clause)

Prohibition Regarding the Release of Information

The Contractor agrees not to issue, release, circulate, publicize, publish, distribute or disseminate in any way or fashion any information regarding this contract/program to the public or within its organization, subcontractors, consultants, and other government officials not directly working on this contract with out prior written agreement from the contracting officer.

(End of Clause)

Section I – Contract Clauses

*Draft***CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9 •	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6 •	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (Fixed Price Only, CLIN 0001/0002)	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications (Fixed Price Only, CLIN 0001/0002)	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	OCT 1997
	Used if FCCOM is not proposed; by the contractor	

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52.215-18 •	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 •	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications	OCT 1997
	Alternate I	OCT 1997
	Fill-in: (c) Submit the cost portion of the proposal via the following electronic media: EXCEL document	
52.216-7	Allowable Cost and Payment	DEC 2002
	Fill-in, paragraph (a)(3): “30 th ” (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	OCT 1999
52.222-2	Payment for Overtime Premiums	JUL 1990
	Fill-in: \$0.00 (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.222-19	Child Labor - Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

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52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-6	Royalty Information	APR 1984
52.227-19	<i>Commercial Computer Software - Restricted Rights</i>	JUN 1987
	(Fixed Price Only, CLIN 0001/0002)	
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems	JAN 1997
52.227-22	Major System - Minimum Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
	(Fixed Price Only, CLIN 0001/0002)	
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
	(Fixed Price Only, CLIN 0001/0002)	
52.232-8	Discounts For Prompt Payment	FEB 2002
	(Fixed Price Only, CLIN 0001/0002)	
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
	(Fixed Price Only, CLIN 0001/0002)	
52.232-16	Progress Payments	APR 2003
	(Fixed Price Only, CLIN 0001/0002)	
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.232-22•	Limitation of Funds	APR 1984
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration•	MAY 1999
	(NEED TO CHECK CCR OR NON-CCR) •	
52.232-34•	Payment by Electronic Funds Transfer-Other Than Central Contractor Registration	MAY 1999
	Fill-in: "no later than fifteen (15) days prior to submission of the first request for payment"	
	(Current Situation at NARA)	
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
	(Fixed Price Only, CLIN 0001/0002)•	

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52.233-3 •	Protest After Award	AUG 1996
	Protest After Award, Alternate 1	JUN 1985
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.234-1 •	Industrial Resources Developed Under Defense	DEC 1994
	Production Act Title III	
52.242-1•	Notice of Intent to Disallow Costs	APR 1984
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.242-3•	Penalties for Unallowable Costs	MAY 2001
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.242-4•	Certification of Final Indirect Costs	JAN 1997
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes-Fixed Price	AUG 1987
	(Fixed Price Only, CLIN 0001/0002)	
52.243-2 •	Changes-Cost Reimbursement	AUG 1987
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
	(b) 15; (d) 7	
52.244-5 •	Competition In Subcontracting	DEC 1996
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-2	Government Property (Fixed-Price Contracts)	JUN 2003
	(Fixed Price Only, CLIN 0001/0002)	
52.245-5•	Government Property (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts)	JUN 2003
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003
52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit	JUN 1997
52.249-2 •	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
	(Fixed Price Only, CLIN 0001/0002)	
52.249-6•	Termination (Cost-Reimbursement)	SEP 1996
	(Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	

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52.249-8	Default (Fixed-Price Supply and Service) (Fixed Price Only, CLIN 0001/0002)	APR 1984
52.249-14	Excusable Delays (Cost Only, CLIN 010X/020X/030X/040X/050X/060X)	APR 1984
52.251-1	Government Supply Sources (Fixed Price Only, CLIN 0001/0002)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (SBA).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except:

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

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(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding (MOU) or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an Offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the Offeror has waived the evaluation preference.

____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

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(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-23 - Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns. Alternate I (June 2003)

(a) *Definitions.* As used in this clause-

"Small disadvantaged business concern" means an Offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;•

(ii) Where the concern is owned by one or more disadvantaged individuals,• the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth• at 13 CFR 124.104(c)(2); and•

(iii) It is identified, on the date of its representation, as a certified small• disadvantaged business concern in the database maintained by the Small• Business Administration (PRO-Net).•

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an Offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or•

(3) Is a joint venture as defined in 13 CFR 124.1002(f).•

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.•

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a•

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Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.*

- (1) The Contracting Officer will evaluate offers by adding a factor of _____ [Contracting Officer insert the percentage] percent to the price of all offers, except-
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;•
 - (ii) An otherwise successful offer of eligible products under the Trade• Agreements Act when the dollar threshold for application of the Act is• equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation• (FAR));•
 - (iii) An otherwise successful offer where application of the factor would be• inconsistent with a Memorandum of Understanding or other international• agreement with a foreign government;•
 - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful• offer from a historically black college or university or minority institution;• and •
 - (v) For DOD acquisitions, an otherwise successful offer of qualifying country• end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR• Supplement).•
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

___ Offeror elects to waive the adjustment.

(d) *Agreements.*

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
- (i) Services, except construction, at least 50 percent of the cost of personnel• for contract performance will be spent for employees of the concern;•
 - (ii) Supplies (other than procurement from a non-manufacturer of such• supplies), at least 50 percent of the cost of manufacturing, excluding the cost• of materials, will be performed by the concern;•
 - (iii) General construction, at least 15 percent of the cost of the contract,• excluding the cost of materials, will be performed by employees of the• concern; or•

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(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

52.225-1 -- Buy American Act-Supplies (June 2003)

(a) *Definitions.* As used in this clause--•

"Component" means an article, material, or supply incorporated directly into an end product. •

"Cost of components" means--•

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or •

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. •
Cost of components does not include any costs associated with the manufacture of the end product. •

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use. •

"Foreign end product" means an end product other than a domestic end product. •

"United States" means the 50 States, the District of Columbia, and outlying areas. •

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States. •

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract. •

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(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.227-14 -- Rights in Data – General, ALT II, ALT III, ALT IV, and ALT V (JUN 1987)

(a) *Definitions.* "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"*Limited rights data*," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes, developed at private expense, including minor modifications thereof.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

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"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

- (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --
 - (i) Data first produced in the performance of this contract;•
 - (ii) Form, fit, and function data delivered under this contract;•
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material• for installation, operation, or routine maintenance and repair of items,• components, or processes delivered or furnished for use under this• contract; and•
 - (iv) All other data delivered under this contract unless provided• otherwise for limited rights data or restricted computer software in• accordance with paragraph (g) of this clause.•
- (2) The Contractor shall have the right to --
 - (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
 - (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright --*

- (1) *Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare

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derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or

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cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

- (i)• The Contracting Officer shall make written inquiry to the Contractor affording the Contractor thirty (30) days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
- (ii)• If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the thirty (30) day period (or a longer time not exceeding ninety (90) days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (iii)• If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within ninety (90) days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

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(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within six (6) months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor –

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also

- (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or
- (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor

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desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (Jun 1987)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: (i) Use (except for manufacture) by support service contractors; (ii) Evaluation by non-government evaluators; (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract; (iv) Emergency repair or overhaul work.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(3)

(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

*Draft***Restricted Rights Notice (Jun 1987)**

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be --

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
- (2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
- (6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

- (ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

- (iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published

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copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished -- rights reserved under the Copyright Laws of the United States."

(h) *Subcontracting*. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

52.227-23 -- Rights to Proposal Data (Technical) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data -- General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of Clause)

52.239-1 Privacy or Security Safeguards (Aug 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations,

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technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998), ALTERNATE II (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the DoD, the Coast Guard, or the NASA, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the NASA, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and•

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered. •

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause. •

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--•

(1) Of the acceptability of any subcontract terms or conditions; •

(2) Of the allowability of any cost under this contract; or •

(3) To relieve the Contractor of any responsibility for performing this contract. •

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i). •

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government. •

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3. •

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: •

_____ •

(End of clause) •

*Draft***52.248-1 VALUE ENGINEERING (FEB 2000)**

(a) General. The Contractor is encouraged to develop, prepare, and submit Value Engineering Change Proposals (VECPs) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECPs, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer

decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price re-determination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value Engineering Change Proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

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(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

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(d) Submission. The Contractor shall submit VECs to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VEC simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VEC within forty-five (45) calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the forty-five (45) day period and provide the reason for the delay and the expected date of the decision. The Government will process VECs expeditiously; however, it shall not be liable for any delay in acting upon a VEC.

(2) If the VEC is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VEC, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VEC effort.

(3) Any VEC may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VEC to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VEC is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VEC is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

*Draft***CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	N/A	N/A	N/A	N/A
Incentive (fixed-price or cost) (other than award fee)	N/A	N/A	N/A	N/A
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	When incentivized, will be done under the Award Fee Program	When incentivized, will be done under the Award Fee Program	When incentivized, will be done under the Award Fee Program	When incentivized, will be done under the Award Fee Program

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

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(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(iii) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent

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contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the FAR, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

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(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a VECP submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the FAR.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

<http://www.arnet.gov/far/>

(End of clause)

*Draft***52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J – List of Documents, Exhibits, and Other Attachments

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1. Statement of Objectives (SOO)•
2. ERA Requirements Document (RD)•
3. Concept of Operations (ConOps)•
4. Down-select Criteria•
5. Preliminary Work Breakdown Structure•
6. Contract Data Requirements List•
7. Facilities Approach•
8. Government Furnished Property•
9. Non-Disclosure Agreement Template•
10. Past Performance Questionnaire•
11. List of Acronyms•
12. Award Fee Template•
13. NARA's Contractor Interface Methodology•
14. NARA Enterprise Architecture•
15. BPR Findings •
16. DD-254 Form•
17. ERA Deployment Concept•

Attachment 1 to Section J

Statement of Objectives (SOO)

ERA System Development Statement of Objectives

1.0 Purpose of the Statement of Objectives (SOO)

This Statement of Objectives (SOO) describes the contract, technical, management and NARA business objectives of the Electronic Records Archives (ERA) acquisition. The SOO also describes the National Archives and Records Administration's (NARA's) context, constraints, and dependencies for the ERA acquisition.

This SOO takes precedence over all other ERA system descriptive Request for Proposal (RFP) documentation.

2.0 Introduction/Overview

NARA ensures, for the citizen and the public servant, the President and the Congress and the Courts, ready access to essential evidence that documents the rights of citizens, the actions of federal officials, and the national experience. NARA is a public trust that plays a key role in fostering effective and responsible government through management of the life cycle of records in all three Branches of the federal government and through sustained access to historically valuable records in the National Archives and the Presidential Libraries. These records enable people to inspect for themselves what the government has done, allow officials and agencies to review their actions, and help citizens hold them accountable.

Increasingly, these records are created and maintained in electronic formats. To continue to fulfill its mission, NARA needs to respond effectively to the challenge posed by the diversity, complexity, and enormous volume of electronic records being created today and the rapidly changing nature of the systems that are used to create them. ERA will be a comprehensive, systematic, and dynamic means for preserving virtually any kind of electronic record, free from dependence on any specific hardware or software. ERA will manage lifecycle activities for all records.

There is no single commercial solution available today that meets the full end-to-end requirements for ERA. This SOO describes ERA's objectives and the way NARA must capture, preserve, and provide access to electronic records. The future of NARA's mission depends on the successful development and implementation of ERA.

3.0 The ERA Program

The Archivist of the United States established the ERA Program to address critical issues in the creation, management, and use of electronic records. As a program, ERA comprises the policies, procedures, practices, and the necessary technology that will enable NARA to build the ERA System to receive, preserve, and provide access to electronic records and improve the productivity of NARA business processes.

ERA will be the catalyst for fundamental changes in retention, control, transmission, and access to electronic records and will provide management of electronic records life cycle activities. NARA will develop tools, processes, policies, and standards by which it can preserve and make available increasingly complex electronic records.

ERA will be the major means through which NARA realizes its target Enterprise Architecture. A full description of the NARA target architecture is detailed in the *NARA Enterprise Architecture (EA)* document in Section J-14.

Some internal NARA systems as well as systems external to NARA will have to interface with ERA. A description of these systems and the high level requirements for integrating them with ERA are described in the *ERA Requirements Document (RD)* in Section J-2.

NARA intends the ERA architecture and design to be evolvable, scalable, and extensible over time in order to effectively insulate records against hardware or software dependence and support system maintainability. ERA's evolvability will be achieved by accommodating technology insertion seamlessly over time using standard Application Program Interfaces (APIs) and industry accepted interfaces. ERA will be scalable by adding hardware when required, however this hardware infusion will result in horizontal scaling (i.e., along the lines of a flattened architecture). ERA must capitalize on the most efficient and cost-effective hardware at a given point in time when fielding a system, while at the same time anticipating the cost/performance curve for technology insertion. ERA will be deemed extensible by the ease that new record types, data types, and services on these various types can be added to the system without redesign or extensive software engineering. NARA intends to create an ERA solution that minimizes operation and support costs throughout the life of the system.

4.0 Program Phases & Increments

The ERA program will consist of a System Analysis and Design phase, five (5) increments and associated operations and support. The following sections are a description of the System Analysis and Design phase, the ERA increments, and associated Operation and Support of the ERA system.

4.1 System Analysis and Design Phase

During system analysis and design each contractor will perform a system analysis and produce a high-level design of the system that will include all system elements. During system analysis, the requirements contained in the ERA Requirements Document will be further decomposed into detailed specifications. The requirements will be allocated to individual system elements (hardware, software, and operations) as well as to the increments. The final output of this activity will be a System Requirements Specification (SyRS) and System Requirements Review (SRR).

The system design activity will follow the system analysis activity. Each contractor will identify the functions to be performed by the system, allocate these functions to subsystems, and define the flows of information and the interfaces between the subsystems and components. Each of the major Configuration Items (CIs) in the system will be identified and defined during the system design phase. Each CI will be described in terms of what its functionality is within the system. The final output of this activity will be the System Design Document (SDD), which will be presented at a System Design Review (SDR).

4.2 ERA Increments

NARA is seeking an ERA solution where each of ERA's five increments meets the performance objectives for that increment, as laid out in section 6 below. The completion of Increment 1 will provide an ERA Initial Operational Capability (IOC). At a minimum, Increment 1 of ERA will include end-to-end workflow functionality of core records life-cycle management functions of NARA. It will also provide for the capability to ingest and store electronic records in the format in which they are received. The completion of Increment 5 will provide an ERA Full Operational Capability (FOC). Operation and support of the system will be provided with each increment.

5.0 Acquisition Strategy

The contract period of performance, including all options, will be eight (8) years. The intent of this acquisition is to select one or two contractors for the initial System Analysis and Design phase. At the completion of this phase, NARA will conduct a down-select activity to select one contractor for subsequent development, fielding, and operation and support of ERA's increments. The down-select criteria for selection are provided in Section J-4 of the RFP. Each of the increments will be offered as options. The initial option period (increment 1) will be for two (2) years, and the options for the remaining increments be for one (1) year each. Operation and Support (O&S) of the system will be offered as options as well. The final one-year option period will be only for O&S of the system as delivered at the end of the fifth increment.

An Award Fee Plan will be used to incentivize the performance of the ERA system development program (Increments 1 through 5) and operation and support of ERA.

NARA is seeking an ERA system that balances the use of COTS and new software development to achieve the most reliable, cost effective, and maintainable system for the government.

NARA desires a collaborative working relationship with the development contractor that integrates with the processes, procedures, and tools used by the ERA Program Management Office (PMO) in the areas of program management, risk management, requirements management, quality assurance, configuration management, and test and evaluation.

NARA desires a contractor that will perform at or above SW-CMM Level III.

6.0 Program Performance Objectives

The objectives of the ERA program are as follows:

1. • Demonstrate government acceptance in the operational environment in accordance with the following schedule:
 - Initial Operational Capability - no later than three years after contract award
 - Full Operational Capability (FOC) - no later than seven years after contract award

[ERA Performance Objectives, by Increment, TBD]

7.0 Deployment Approach

The ERA system requires deployment and design approaches that support its unique nature and mission goals. The Government will maintain ownership and control of at least one copy of its archival holdings at all classification levels. The Government will own all hardware, software, and equipment for the core system containing that copy. The core system must reside at sites that are owned or controlled by the Government. The design and deployment of ERA must allow for contracting out of record processing and access support to third parties, including provision of value added services on record holdings by industry and academia. Technically, the system design must avoid single point/site of failure situations, must provide for graceful performance degradation of the system when failures occur, and support maintenance of system operations in face of remedial maintenance, preventative maintenance, and planned upgrades/changes.

Highlights of the ERA deployment strategy include:

- (a) NARA will accommodate the use of outsourcing of processing and hosting services while retaining NARA's stewardship of the records entrusted to it.
- (b) The ERA system will be built up from components that provide ERA services.
- (c) The ERA core system is a group of instances that reliably preserve and service a full copy of all records for which NARA is responsible. The core system includes any classified instances that may be required.
- (d) An active safe store approach will manage backup copies of records. In this approach, individual ERA sites act as the safe store for other ERA sites.
- (e) The designated installation sites will be controlled, but not necessarily owned, by the Government.
- (f) • NARA may, in accordance with Government software and data rights, make the core system software and specifications available to industry, academia, and other government agencies.

Refer to Section J-17, ERA Deployment Concept for more information on the deployment concepts that will be supported by ERA.

Attachment 2 to Section J

ERA Requirements Document (RD)

(See Separate Attachment)

Attachment 3 to Section J

Concept of Operations (ConOps)

(See Separate Attachment)

Attachment 4 to Section J

“Down-select” Criteria for the System Analysis and Design Phase

“Down-select” Criteria at the Completion of the System Analysis and Design Phase

1.0 Factors and Subfactors for Award

Contractors will be evaluated based on the following evaluation factors, which are listed in descending order of importance.

- Factor 1 Technical
- Factor 2 Management
- Factor 3 Price

Within Factor 1, the Technical factor, there are two subfactors, which will be evaluated separately. These subfactors are listed in descending order of importance.

- Subfactor 1 Technical Solution
- Subfactor 2 System & Software Engineering Methodology

Within Factor 2, the Management factor, there are three subfactors, which will be evaluated separately. These subfactors are listed in descending order of importance.

- Subfactor 1 Management Plan
- Subfactor 2 Management Team
- Subfactor 3 Management Approach

1.1 Factor 1, Technical

The Contractor’s ERA System Requirements Specification (SyRS) and architecture and design will be evaluated to determine if it demonstrates a clear understanding of the problem and offers a solid and comprehensive solution for addressing ERA objectives and requirements. In addition the Contractor’s system and software engineering methodology will be evaluated for soundness and comprehensiveness.

1.1.1 Subfactor 1, Technical Solution

The areas below will be considered in the rating of the Technical Solution:

Understanding of the Problem - The Contractor’s SyRS will be evaluated to determine how well the Contractor’s solution meets the ERA mission. The Contractor’s architecture and design will be evaluated to determine how well it meets the Government’s goals for the system, implements NARA’s business rules and archival processes for electronic records, and meets the technical challenges and risks for electronic records archiving.

Architecture - The Contractor's architecture, design, and approach will be evaluated to determine how evolvable, scalable, and extensible it is. The architecture will be evaluated for its ability to allow for different physical implementations during design and deployment. The architectural approach to security will be evaluated. The architecture will also be evaluated for adherence to the NARA Enterprise Architecture (EA). The architecture will be evaluated to determine the degree to which it exhibits sound design characteristics and how appropriately it applies the use of COTS and Non-Developmental Items (NDIs).

Design - The Contractor's system design will be evaluated for reasonableness and consistency with the Contractor's architecture. The Contractor's Requirements Validation Matrix (RVM) will be evaluated to determine how thoroughly it addresses all SyRS requirements and its consistency and traceability with the Contractor's Design. The Contractor's RVM and design will also be evaluated to determine how well they are reflected in the Contractor's Management Plan. Furthermore, each Contractor will be evaluated on the solution and technology offered.

Risk - The government will review the risk associated with the Contractor's ERA SyRS and architecture/design.

1.1.2 Subfactor 2, System and Software Engineering Methodology

The Government will evaluate the Contractor's system and software engineering methodology to determine how comprehensive and sound they are and how effectively they have been performed under the base contract. The Contractor's systems and software engineering processes, procedures and controls as implemented on the contract will be evaluated to determine how well they address the key drivers of system analysis and design. The results of the contractor Software Capability Evaluation (SCE) will be evaluated. Critical components of the evaluation will include both methodology and the process used to carry out the engineering of the system. The Contractor's systems and software engineering methodology will be evaluated to determine its effectiveness with respect to system analysis, requirements analysis, and system and software design. The Contractor's processes will be evaluated to ensure that best engineering practices are being followed in the areas of configuration management, requirements management, and QA. A risk rating will be assessed that characterizes the risk associated with the Contractor's systems and software engineering methodology.

1.2 Factor 2, Management

The Contractor's management plan as implemented will be evaluated to determine the extent to which it was comprehensive and fully integrated. The Contractor's management team will be evaluated for depth and breadth of experience and how well its organization met the needs of ERA PMO. Finally, the Contractor's management approach will be evaluated to determine how well its methodology as actually

implemented addressed the communication, risk management, performance metrics management, subcontract management, and transition management needs of ERA.

1.2.1 Subfactor 1, Management Plan

The Contractor's Performance Work Statement (PWS), Contract Work Breakdown Structure (CWBS), Integrated Plan and Schedule, and Deliverable List will be evaluated to determine the extent it was followed. The Contractor's program performance metrics reporting will be evaluated to determine how effectively and efficiently they measured program performance. The award fee plan will be evaluated to determine if it is reasonable, able to be performed, reduces program risk, is measurable, aligned with ERA performance objectives and performance standards, and it effectively motivates the Contractor to improve performance in the areas rated, while achieving acceptable performance in all other areas.

The Government will evaluate the Contractor's award fee plan. A risk rating will be assessed that characterizes the risk associated with the Contractor's management plan.

1.2.2 Subfactor 2, Management Team

The Contractor's management team will be evaluated to determine if it effectively managed the base contract tasks of ERA and provided an integrated organization that effectively controlled ERA analysis and design activities, including work performed by subcontractors. The performance of the key personnel provided by the Contractor will be evaluated on how well they meet ERA PMO expectations. The availability of key personnel for work on ERA during the System Analysis and Design phase will also be evaluated. A risk rating will be assessed that characterizes the risk associated with the Contractor's management team.

Each Contractor will be evaluated on how well they established and maintained positive relationships with the NARA PMO including its support team, to include how well they provided ready access by NARA PMO and its support team to all information needed to monitor the contract, including performance metrics.

1.2.3 Subfactor 3, Management Approach

The management approach as implemented on the contract will be evaluated to determine how efficient and effective it was and how well it provided integrated management information that kept the contractor program manager and the government well informed and the system and software engineering activities closely coordinated.

The following items will be considered when evaluating the Contractor's management approach:

Communication - The Contractor's program communications with the NARA ERA PMO will be evaluated for soundness and comprehensiveness. The Contractor provision of

clear lines of communication between the Contractor's team and the Government for problem identification, mitigation and resolution will also be evaluated. The Government will evaluate how well the Contractor provided the Government visibility into the Contractor's activities, providing ready access to deliverables and work in progress, and allowed for ease of coordination of activities between the Contractor and the Government. The Contractor provision of facilities when needed to Government representatives, including Government employees, and ERA PMO support staff will also be evaluated.

Risk Management - The Contractor will be evaluated on its implementation of risk management, including risk identification, risk characterization, risk mitigation, risk tracking, and the extent to which this was a fully institutionalized and continuous process.

Performance Metrics - The Contractor's implementation of program performance metrics will be evaluated to determine if it provided an effective mechanism for monitoring and evaluating project performance, including ease of review by the Government. Its Earned Value Management System (EVMS) will be evaluated as to whether it provided efficient and effective program measures that allowed the Government to accurately monitor and measure the work and related cost; the EVMS will also be evaluated for American National Standards Institute (ANSI) 748 compliance.

Subcontract Management - The Contractor's subcontract management performance will be evaluated to determine how effectively subcontractors have been managed and controlled, and how well subcontractor staff and activities were integrated into the Contractor's management and technical processes and procedures. The Contractor will be evaluated for compliance with the socioeconomic goals provided in its subcontracting plan.

Risk - The government will review the risk associated with the Contractor's management of the contract.

1.3 Factor 3, Cost and Price (may not be required)

The Operation and Support (O&S) CLINS will be proposed by the contractors during performance of the Basic Contract, System Analysis and Design Phase. These proposals will be evaluated for price. These priced O&S CLINS will be added to the development contract price to arrive at the total life cycle ERA system cost. The total life cycle cost will be evaluated against the management and technical factors and NARA will award the Increment 1 optional CLIN to the contractor with the overall best value to NARA.

The total price to the Government for evaluation purposes will be derived as the sum of the life cycle cost for all priced options plus maximum award fee.

Attachment 5 to Section J

Preliminary Work Breakdown Structure

(Placeholder)

Attachment 6 to Section J

Contract Data Requirements List

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ID #	CLIN	Title	Frequency	Comments
1	0001	System Requirements Specification (SyRS)	One time	Must include traceability matrix to ERA Requirements Document (RD). In Contractor format. Also must separately include electronic delivery of system requirements in Rational Requisite Pro database format
2	0001	System Requirements Review (SRR)	One Time	Presentation and other supporting materials used in the review
3	0001	System Design Document (SDD)	One Time	Must include traceability matrix to SyRS. In Contractor format.
4	0001	System Design Review (SDR)	One Time	Presentation and other supporting materials used in the review
5		Monthly status review	Monthly	
6		Monthly status report	Monthly	

Attachment 7 to Section J

Facilities Approach (Placeholder)

Attachment 8 to Section J

Government Furnished Property (Placeholder)

Attachment 9 to Section J

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

I, _____, acknowledge that confidential and proprietary information may be generated or made available during the course of performance of Contract _____, with the National Archives and Records Administration (NARA). I agree not to disclose outside of my organization, any such information, regardless of medium, received or generated under this task order, unless the NARA Contracting Officer has given prior written approval to release the specific information or the information is otherwise in the public domain before the date of release.

It is understood that, under this task order, certain proprietary and/or confidential information may be exchanged which shall be protected as described in this agreement. This agreement extends to information that NARA has received under non-disclosure agreements from other entities or organizations.

Proprietary or confidential information is defined as written information received from another party that is marked or identified as proprietary or confidential or is verbally identified as proprietary or confidential at the time it was received or generated.

ACCEPTED:

Signature

Name (Typed or Printed)

Title

Date

Attachment 10 to Section J

Past Performance Questionnaire

Past Performance Questionnaire

Provide the information requested below for each contract/program being described. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted.

A: Offeror/Contract Identification Information

Offeror Name (Company/Division):

Offeror Location:

CAGE Code:

DUNS Number:

NOTE: If the company or division or location performing this effort is different than the Offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes. Refer to the "Organizational Structure Change History" you provided as part of your Past Performance Volume.

B. Program Title:

C. Contract Specifics:

1. Contracting Agency or Customer:

2. Contract Number:

3. Program Name:

4. Contract Type:

5. Period of Performance:

6. Original Contract \$ Value:

(Do not include unexercised options)

7. Current Contract \$ Value:

(Do not include unexercised options)

If amounts for 6 and 7 above are different, provide a brief description of the reason.

*Draft***D. Brief Description of Effort:**

Please highlight portions considered most relevant to current acquisition.

Prime or Subcontractor?

If Prime, percent of original contract \$ subcontracted.

If Subcontractor, provide original percentage of total contract value \$.

E. Completion Date:

Original date:

Current Schedule:

Estimate at Completion:

How Many Times Changed:

Primary Causes of Change:

F. Primary Customer Points of Contact:

For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.

Program Manager

Name:

Office:

Address:

Telephone:

Email:

Contracting Officer**Name:****Office:****Address:****Telephone:****Email:****Administrative Contracting Officer****Name:****Office:****Address:****Telephone:****Email:**

G. Address any technical (or other) area about this contract/program considered unique and which has particular value or relevance to this acquisition.

H. For each of the applicable subfactors under the Technical and Management factors in Section M, illustrate how your experience on this program applies to that subfactor.

I. Discuss efforts accomplished by the Offeror to resolve problems encountered on this contract/program as well as efforts to identify and manage program risk.

J. Discuss the challenges encountered and successes realized with phase transitions (design flyoffs, development to ops transitions) and with incremental development on this program.

K. Specify, by name, any proposed key individual(s) who participated in this contract/program and indicate their contractual roles. Also, highlight by individual any unique experience on the contract/program that is relevant to this acquisition.

L. Include relevant information concerning your compliance with FAR 52.219-8, Utilization of Small Business Concerns, on the contract you are submitting.

M. Identify whether a subcontracting plan was required by the contract you are submitting. If one was required, identify, in percentage terms, the planned versus achieved goals during contract performance. If goals were not met, please explain.

Attachment 11 to Section J

List of Acronyms

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Acronym	Definition
ACO	Administrative Contracting Officer
AFDR	Award Fee Determination Report
ANSI	American National Standards Institute
API	Application Program Interface
BPR	Business Process Reengineering
CAF	CMM Appraisal Framework
CAS	Cost Accounting Standards
CBA-IPI	CMM Based Appraisal for Internal Process Improvement
CCB	Configuration Control Board
CDR	Critical Design Review
CDRL	Contract Data Requirements List
CFR	Code of Federal Regulations
CI	Configuration Item
CLIN	Contract Line Item
CM	Configuration Management
CMM	Capability Maturity Model
CO	Contracting Officer
ConOps	Concept of Operations
COR	Contracting Officer Representative
COTS	Commercial-Off-The-Shelf
CPAF	Cost Plus Award Fee
CWBS	Contract Work Breakdown Structure
DCAA	Defense Contract Audit Agency
DoD	Department of Defense
DoDSSP	Department of Defense Single Stock Point
DUNS	Data Universal Numbering System
EA	Enterprise Architecture
EFT	Electronic File Transfer
EIA	Electronic Industries Alliance
EPRCA	Emergency Planning and Community Right to Know Act
ERA	Electronic Records Archives
ERB	Engineering Review Board
EVM	Earned Value Management
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FCA	Functional Configuration Audit
FOB	Free on Board
FOC	Full Operational Capability
GAO	General Accounting Office
GFE	Government Furnished Equipment
GFI	Government Furnished Information

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Acronym	Definition
IDIQ	Indefinite Delivery Indefinite Quantity
IEEE	Institute of Electrical and Electronics Engineering
IOC	Initial Operational Capability
IPI	Internal Process Improvement
IR&D	Independent Research and Development
IRS	Internal Revenue Service
IT	Information Technology
IV&V	Independent Verification and Validation
KPP	Key Performance Parameters
MOU	Memorandum of Understanding
N/A	Not Applicable
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NDI	Non-Developmental Item
NSP	Not Separately Priced
O&S	Operations and Support
OCI	Organizational Conflict of Interest
ORR	Operational Readiness Review
PCA	Physical Configuration Audit
PDR	Preliminary Design Review
PEB	Performance Evaluation Board
PEBR	Performance Evaluation Board Report
PM	Project Manager
PMO	Program Management Office
PPA	Pollution Prevention Act
PRB	Postretirement Benefits
PWBS	Preliminary Work Breakdown Structure
PWS	Performance Work Statement
QA	Quality Assurance
QM	Quality Management
R&D	Research and Development
RD	Requirements Document
RFP	Request for Proposal
RR	Requirements Review
RVM	Requirements Validation Matrix
SBA	Small Business Administration
SCE	Software Capability Evaluation
SDD	System Design Document
SDR	System Design Review
SIC	Standard Industrial Classification Code

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Acronym	Definition
SOO	Statement of Objectives
SRR	System Requirements Review
SW-CMM	Software Capability Maturity Model
SyRS	System Requirements Specification
TBD	To Be Determined
TCO	Total Cost of Ownership
TIN	Taxpayer Identification Number
TM	Task Monitor
TMR	Technical Monitor Report
TRR	Test Readiness Review
VECP	Value Engineering Change Proposal
WBS	Work Breakdown Structure

Attachment 12 to Section J

Award Fee Template

Award Fee Template

The following template is meant to provide prospective contractors a general understanding of how the Government intends to administer its award fee plan. The Government may deviate from this description as time goes on and circumstances warrant.

PERFORMANCE BASED CONTRACT AWARD FEE PLAN CONTRACT NO.

OVERVIEW

This plan covers the administration of the award fee provisions of contract no. NAMA – xxx-xxx, awarded _____.

This Award Fee Plan sets forth procedures and guidelines that the National Archives and Records Administration (NARA) will use in evaluating the technical performance of the Contractor during development and operation of Increments one (1) through five (5).

There is no base fee. Performance will be evaluated every six (6) months. The award fee payable will be determined in six (6) month intervals by the Contracting Officer (CO) in accordance with this plan. Award Fee Determinations are not normally subject to the dispute clause of this contract. The Government, through the CO, may unilaterally change this plan providing the Contractor receives notice of the changes at least thirty (30) calendar days prior to the beginning of the evaluation period to which the changes apply.

ROLES AND RESPONSIBILITIES OF PARTICIPATING GOVERNMENT OFFICIALS

The following Government Officials or Non Government personnel will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. The CO has overall responsibility for overseeing the Contractor's compliance with contract performance including but not limited to requirements, terms, conditions, and schedule. The CO will make formal award fee determinations and will make appropriate changes in the award fee plan as necessary.
2. The appointed Contracting Officer Representative (COR) (one or more) will be responsible for oversight of monitoring, assessing, recording, and reporting of the technical performance of the Contractor for all technical tasks including schedule.

The COR will assign Technical Monitors (TMs). Each TM will be assigned to a performance area/subfactor to be evaluated. The TMs will be responsible for oversight of monitoring, assessing, recording, and reporting of the technical performance of the Contractor on a regular basis for their respective tasks. The TMs

will have the primary responsibility for completing Technical Monitor Reports (TMRs) which they will use to document inspection and evaluation of the Contractor's work performance. Meetings shall be held on a periodic basis as determined by the COR and/or CO to address performance and quality control issues in an effort to foresee and avoid serious problems. TMs will periodically prepare Technical Monitor Reports for the Performance Evaluation Board (PEB) or others as appropriate. TMs will recommend appropriate changes in the award fee plan, if necessary.

TMs will also be responsible for the day-to-day monitoring of the Contractor's performance in the areas of technical performance, program management, schedule, and cost.

3. Performance Evaluation Board (PEB)
 - a. The PEB will be comprised of a Chairman, the Deputy Program Director, the CO, and any other person the PEB Chairman appoints. The Chairman of the PEB and other voting members shall be designated by separate memorandum and approved by the NARA ERA Program Director.
 - b. The PEB Chairman is responsible for recommending the award fee earned and payable for each evaluation period, and shall review the COR's and TMs' assessments of the Contractor's performance and resolve differences between the COR's/TMs' performance and quality assessments versus the Contractor's evaluation of the same.
 - c. The Chairman may appoint non-voting members to assist the Board in performing its functions.
 - d. Primary responsibilities of the Board are:
 - (1) Conduct periodic evaluations of Contractor performance and submit a Performance Evaluation Board Report (PEBR) based on the TMR to the CO covering the Board's findings and recommendations for each evaluation period.
 - (2) Consider changes in this plan and recommend those that it determines appropriate for adoption by the CO.

Method for Determining Award Fee

The CO will determine the award fee earned for each evaluation period within forty-five (45) calendar days after the end of the six (6) month review period. The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below.

1. The PEB Chairman will ensure that a TM is assigned for each Performance Area Subfactor to be evaluated under the contract. TMs will be selected on the basis of their expertise relative to prescribed performance area emphasis. The PEB Chairman may change TM assignments at any time without advance notice to the Contractor.
2. The PEB Chairman will ensure that each TM receives the following:

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- a. A copy of this Award Fee Plan along with any changes made.
 - b. Appropriate orientation and guidance.
3. TMs will evaluate and assess Contractor performance and discuss the results with Contractor personnel as appropriate.
4. TMs will submit their TMRs prior to program reviews, and if required, make verbal presentations to the PEB.
5. The Contractor may request to meet with the PEB to discuss overall performance not later than five (5) working days after the end of the evaluation period. The COR, TMs, and other personnel involved in the performance evaluations may attend the meeting and participate in discussions at the request of the PEB Chairman. After meeting with the Contractor, the PEB will consider matters presented by the Contractor and finalize its findings and recommendations.
6. The PEB will consider TM Reports within fifteen (15) days of the award fee period. The PEB Chairman will request and obtain performance information from the personnel normally involved in observing Contractor performance, as appropriate. After the end of each evaluation period, the PEB will meet to consider all the performance information available. At the meeting, the PEB will summarize its findings and recommendations for coverage in the preliminary PEBR.
7. The PEB Chairman will prepare the PEBR for the period and submit it to the CO for use in making the formal determination of the award fee earned. The report will include an adjectival rating and a recommended performance score with supporting documentation. The Contractor will be notified of the PEB evaluation and recommended rating and score.
8. The CO will consider the recommendations of the PEB, information provided by the Contractor, and any other pertinent information in determining the amount of award fee earned. The CO's determination of the amount of award fee earned and the basis for this determination will be stated in the Award Fee Determination Report (AFDR).
9. The CO will notify the Contractor and the PEB Chairman of the determination.

Changes in Plan Coverage

1. **Right to Make Unilateral Changes** Any matters covered in this Plan may be changed unilaterally by the CO thirty (30) calendar days prior to the beginning of an evaluation period by notice to the Contractor in writing. The changes will be made in writing from the CO to the contractor, but without formal modification of the contract.

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2. **Steps to Change Award Fee Plan Coverage** The method to be followed for changing the Award Fee Plan coverage is described below.
- Personnel involved in the administration of the award fee provisions of the contract shall recommend plan changes with a view toward changing management emphasis, motivating higher performance levels, or improving the award fee determination process. Recommended changes should be sent to the PEB for consideration and drafting.
 - Normally, forty-five (45) to sixty (60) days prior to the end of each evaluation period, the PEB will submit the recommended changes applicable to the next evaluation period for approval by the CO.
 - Thirty (30) working days before the beginning of each evaluation period, the CO will notify the Contractor in writing of any changes to be applied during the next period. If the Contractor is not provided with this notification, or notification is not provided within thirty (30) working days before the beginning of the next period, then the existing Plan will continue to be in effect for the next evaluation period.

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATION

Action	Schedule (Calendar days)
1. Contractor Presents to PEB	Not later than 5 days after end of period
2. TMs submit reports to PEB Chairman	15 days after end of period
3. PEB meets and summarizes preliminary findings and position in the PEBR	Not later than 25 days after end of period
4. PEB Chairman submits PEBR to CO	Not later than 35 days after end of period
5. CO sends AFDR and signed contract modification to Contractor	No later than 45 days after end of period

Award Fee Determination Steps

PERFORMANCE EVALUATION FACTORS AND EVALUATION CRITERIA

The performance factors to be evaluated are identified below.

Area No.	Factor	Factor Weight	Dollars Available
1	Cost	10%	Contractor fills in
2	Schedule	20%	Contractor fills in
3	Performance	70%	Contractor fills in

Factor Weights

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The Contractor shall embellish on the Cost, Schedule, and Performance areas, tying key areas of its Performance Work Statement (PWS) and important attachments to the evaluation measurement by the Government. The Contractor should also relate their award computations to the **Contractor Performance Ratings** table below

Adjectival Rating	Rating Description
Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies.
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable affect on overall performance.
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, affects on overall performance. No award fee earned.
Poor/Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas that adversely affect overall performance. No award fee earned.

Contractor Performance Ratings

Note: The Contractor will only receive award fee payments for above satisfactory performance

GENERAL INSTRUCTIONS FOR TASK MONITORS

The following information is not part of the Award Fee Plan. Its purpose is to indicate the Government's approach to interaction with the Contractor relative to administering the plan.

It is extremely important for the COR and TMs to establish and maintain a team oriented line of communication with the Contractor's Project Manager (PM) and the PM's office staff due to daily interface necessary in performing monitoring functions. The COR, TMs, CO, and PM must work together as partners to ensure that required work is accomplished in an efficient and proper manner.

1. Monitoring and Assessing Performance
 - a. TMs will discuss their assigned area/subfactor with appropriate Contractor personnel, and encourage maximum understanding of the evaluation and assessment environment.
 - b. TMs will conduct all assessments in an open, objective, and cooperative spirit so that a fair and accurate evaluation is obtained. This will enhance Contractor

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- acceptance of information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.
- c. The TM will discuss the results with Contractor personnel as appropriate, noting any observed deficiencies and/or accompanying recommendations. Adverse items or areas of poor performance will be covered to afford the Contractor an opportunity to clarify possible misunderstandings and to correct or resolve deficiencies.
 - d. TMs must remember that contacts and visits with Contractor personnel are to be accomplished within the context of official contractual relationships. TMs will avoid any activity or association that might cause, or give the appearance of causing, a conflict of interest. TM discussions with Contractor personnel are not to be used to instruct, direct, supervise, or as an attempt to control these personnel in the performance of the contract. The role of the TM is to monitor, assess, and evaluate, but not to manage the Contractor's effort.
 - e. When in doubt, the TM and the COR will meet with the CO.
2. The TMR will document the assessment conducted and results obtained. The TM will conduct discussions in a timely manner with Contractor personnel.
 3. The TM will prepare a formal TMR and submit it to the PEB at the end of each quarterly period.
 4. The TM will be prepared to make verbal reports as required by the PEB Chair.

Attachment 13 to Section J

**NARA's Contractor Interface
Methodology**

NARA's Methodology for Interfacing With More Than One Contractor during System Analysis and Design

1.0 General

- (a) In the event NARA initiates distribution of information, then NARA will distribute all the information to both Contractors in the same meeting at the same time.
- (b) In the event a single Contractor needs to obtain information or deliver information to NARA, then those meetings will be attended only by the requesting Contractor and NARA.

2.0 Analysis Step

Access to Government Staff and Information

At contract initiation, both contractors will receive an orientation. This will include briefings by the Government. Staff from both contractors will be present at these orientation briefings. Both contractors will be provided with identical sets of supplemental material. From that point, the two contractors will operate independently to perform analysis and produce detailed system requirements. During this activity, both contractors will be provided as equal as possible, but separate, access to ERA PMO staff and Subject Matter Experts. In addition, periodic technical exchange meetings will be held between the Government and individual contractors to review contractor progress and to identify and address any problems.

Reviews

Each contractor will independently produce a System Requirements Specification (SyRS) and conduct a related Systems Requirements Review (SRR). These reviews will be attended only by the presenting Contractor and ERA PMO staff.

3.0 Requirements Reconciliation

It is possible that one or both contractors may uncover new requirements that are not specified in the *ERA Requirements Document (RD)*, but which the Government desires to include as additional requirements. The Government may at its discretion utilize one of two methods to ensure that both contractors utilize these new requirements. If NARA decides to perform this effort then the result would be to ensure that both contractors' designs are predicated on the most complete set of requirements possible.

- (a) Option 1: The Government will examine the requirements provided by both contractors, and reconcile them into an integrated set. This set of reconciled requirements will be provided back to both contractors in Rational® RequisitePro® database format. At this time, the Government may, at its discretion, conduct one or more briefs to explain and highlight the key points in the reconciliation.

- (b) Option 2: The Government will utilize a Configuration Control Board (CCB) to process individual requirements changes. Approved changes to the requirements baseline will then be provided to both contractors.

4.0 Design Step

The two contractors will independently develop architectures and high-level system designs based on their SyRS documents. Access to ERA PMO staff will be provided as needed on the basis of separate but as equal as possible access, and there will be periodic technical exchange meetings.

Each contractor will independently produce a System Design Document (SDD) and conduct a related System Design Review (SDR). These reviews will be attended only by the presenting Contractor and ERA PMO staff.

5.0 Evaluation and Down-select

The contractor analysis and design activities are expected to be completed nine (9) months from contract award. In addition to the technical products described above, each contractor will be asked to re-cost the CLINS for the contract options. The two contractors' products, performance, and pricing will be evaluated in accordance with the procedures outlined in Section J-4, Down-select Criteria. The evaluation process is expected to take three (3) months, resulting in a down-select decision at the end of the basic contract period of performance.

Attachment 14 to Section J

Enterprise Architecture

(Placeholder)

Attachment 15 to Section J

BPR Findings

(Placeholder)

Attachment 16 to Section J

DD-254 Form

(Placeholder)

Attachment 17 to Section J

ERA Deployment Concept

(Attached as separate document)

**Section K – Representations,
Certifications, and Other Statements of
Offerors**

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments APR 1991 To Influence Certain Federal Transactions
52.222-38	Compliance With Veterans' Employment Reporting Requirements DEC 2001

CLAUSES INCORPORATED BY FULL TEXT**52.204-3 Taxpayer Identification (OCT 1998)***(a) Definitions.*

“Common parent,” as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal Government;

* Other. State basis._____

(e) Type of organization.

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- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt):
- * Corporate entity (tax-exempt):
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) *Common Parent.*

- * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- * Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it () is a women-owned business concern.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each Offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items.

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An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * not *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has* not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

*Draft***52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) -
ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is () (insert NAICS code).

(2) The small business size standard is () (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The Offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The Offeror shall enter the name or names of the HUBZone small business concern or

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concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The Offeror shall check the category in which its ownership falls:

_____ *Black American.*

_____ *Hispanic American.*

_____ *Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).*

_____ *Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).*

_____ *Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).*

_____ *Individual/concern, other than one of the preceding.*

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is

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bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references Section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business

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and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

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(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an Offeror unless the Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The Offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The Offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

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(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 -- Certification of Toxic Chemical Release Reporting (June 2003)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the Offeror certifies that --
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- * (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- * (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

52.225-2 - Buy American Act Certificate (June 2003)

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

*Draft***52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)**

(a) Definitions. As used in this provision-

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The Offeror represents that it-

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

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(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.227-15 -- Representation of Limited Rights Data and Restricted Computer Software (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data -- General, the offer shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [*Offeror check appropriate block*] --

* None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

* Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

(End of Provision)

*Draft***52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of
Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of
Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within ninety (90) days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the ninety (90) day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the CAS clause.

() The Offeror hereby claims an exemption from the CAS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the CAS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

Section L – Instructions, Conditions, and Notices to Offerors

Section L: Instructions to Offerors

1.0 FAR Clauses

1.1 CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR part 101-29	AUG 1998
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data Alternate III	OCT 1997
	Fill-in: (c) Submit the cost portion of the proposal via the following electronic media: EXCEL Spreadsheet	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice of Progress Payments (Fixed Price Only, CLIN 0001/0002)	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000

1.2 CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

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(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

(Activity) _____
(Complete address) _____

(Telephone number) _____
(Person to be contacted) _____

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(Activity) _____
(Complete address) _____

(Telephone number) _____
(Person to be contacted) _____

(End of provision)

52.215-1 -- Instructions to Offerors -- Competitive Acquisition (May 2001), Alternate 1 (Oct 1997), Alternate II (Oct 1997)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

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(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt

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maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all Offerors an opportunity to submit revised proposals based on the revised requirements.

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(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.

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(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other Offerors:

- (i) The overall evaluated cost or price and technical rating of the successful Offeror;
- (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a mixed Fixed Price/Cost Plus Award Fee contract resulting from this solicitation.

(End of clause)

*Draft***52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be serviced on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the

*National Archives and Records Administration
NAA - Acquisition Services Division
8601 Adelphi Road
Room 3360
College Park, MD 20740-6001
301-837-1835*

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

1352.215-73 Inquiries (Mar 2000)

(a) Formal communications and specific requests for clarification(s) and/or information concerning this solicitation shall be submitted, in writing, to the Contracting Officer at the following address:

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National Archives at College Park
Room 3360
8601 Adelphi Road
College Park, MD 20740-6001
Attn: TBD
Contracting Officer

- (b) Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. Questions must be received no later than fifteen (15) calendar days after the date of this solicitation. Questions sent via e-mail to Era.Acquisition@NARA.gov will be considered to be in writing upon receipt. Email attachments, if any, must be in MS Office, Version TBD, format. Responses posted on the ERA Web site at: http://www.archives.gov/electronic_records_archives/acquisition_information will be considered to be in writing when posted.

1.3 Determination Of Competitive Range

- (a) Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Factors and Subfactors for Award" for a definitive listing of these criteria and their relative importance.
- (b) The Prime Contractor must have achieved at least SW-CMM Level 3 maturity. To show this level of maturity, the Contractor shall have been independently appraised or evaluated with a CMM Appraisal Framework (CAF) compliant method at Level 3 or higher of the SW-CMM during the past eighteen (18) months for the operating unit performing the work for this contract. This may be either a SEI Software Capability Evaluation (SCE) or CMM Based Appraisal for Internal Process Improvement (CBA-IP). Failure to provide evidence of SW-CMM Level 3 compliance shall result in the Offeror's proposal being rejected.
- (c) Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those Offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both NARA and the Offerors since, in addition to saving further expenditure of resources, acquisition lead-time should be reduced.
- (d) Accordingly, Offerors should submit initial proposals on their most favorable terms, from both a technical and price standpoint. Again, it should be noted that proposals

will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to price considerations alone.

1.4 Debriefings

The CO will promptly notify Offerors of any decision to exclude them from the competitive range, if applicable, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The CO will notify unsuccessful Offerors in the competitive range, if applicable, of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

1.5 Site Visits

NARA reserves the right to conduct a site visit prior to award to gain insight into the management, engineering, and software processes of the Offeror. The Government may at its discretion conduct an independent SCE to independently assess the Offeror's SW-CMM Level 3 compliance. During the site visit, the Offeror must make available personnel and recent artifacts that provide evidence that the Offeror's proposed performing organization is operating at SW-CMM Level 3.

2.0 INSTRUCTIONS

This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal.

2.1 General Instructions

- (a) The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. Non-conformance with the specified organization, content, and page limitations may result in an unfavorable proposal evaluation. All claimed technical, management, performance, and schedule capabilities shall be realistic and are subject to verification by the Government.
- (b) The Offeror's proposal shall consist of a written submittal that may later be supplemented by an oral presentation. Only Offerors in the competitive range will make oral presentations. All information provided by the Offeror, consistent with the constraints of this RFP (e.g., page limitations), is subject to evaluation as described in Section M.
- (c) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather should

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provide convincing rationale to address how the Offeror intends to meet these requirements.

- (d) The proposal shall be valid for a period of one hundred eighty (180) days from the required submission date. The Offeror shall make a clear statement that the proposal is valid until this date.
- (e) The Government may consider any Offeror's exception to the terms and conditions in this RFP to be a deficiency, which may render the offer unacceptable.
- (f) The Offeror shall assume that the Government has no prior knowledge of Offeror's facilities and experience. The Government will base its evaluation on the information presented in the Offeror's proposal and, if a visit is made to the Offeror's site, on the information collected during the site visit.
- (g) Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.
- (h) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. The Government will destroy the extra copies of unsuccessful proposals, unless the Offeror specifically requests at the time the proposal is submitted that they be returned.

2.2 General Information

The following is additional general level information about proposal submission.

2.2.1 Discrepancies

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

2.2.2 Reference Information

Reference documentation related to this acquisition is located on the ERA web site at: http://www.archives.gov/electronic_records_archives/acquisition_information.

2.2.3 Price and Cost Realism Information

All cost or pricing information shall be addressed ONLY in the Price Volume in Offeror's proposal. Cost trade-off information, work-hour estimates, and material kinds and quantities may be used in the Technical Proposal volume only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

2.2.4 Cross-referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use does not impair clarity.

The Offeror shall provide a cross-reference matrix in each volume indicating, by section and paragraph the proposal or proposal attachment paragraph(s) which addresses a referenced RFP element. Cross-references must be made to RFP Section L (Instructions to Offerors), Section M (Evaluation Factors for Award), the SOO, and other RFP items as appropriate. The Offeror shall provide a proposal Master Cross Reference Matrix as attachments to Volumes I through III.

2.2.5 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify major sections in all volumes.

2.2.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

2.2.7 Page Size and Format

Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated and legible. Foldout pages shall fold entirely within the volume and shall not exceed 11 by 17 inches in size. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables and charts containing textual material, the text shall be no smaller than 10 point. For graphics, the font shall be no smaller than 8 point. If color is used, any pages containing color shall be clearly legible and understandable if printed in black and white. These limitations shall apply to both electronic and hard copy proposals.

2.2.8 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring loose leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover

sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data should be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.2.9 Electronic Offers

Electronic copies shall be delivered on Intel-compatible, virus-free CD ROMs. Indicate on each CD-ROM the volume number and title. Use separate files to permit rapid location of all portions, including exhibits, supplements, and attachments, if any. Files shall be uncompressed, and have no password protection or encryption so that the Government may copy the files for its own internal use. Volumes I through III may be combined on one CD; volume IV (Price) must be stored on a separate CD. For each submission, all CDs shall be placed in plastic sleeves in one separate binder or into a CD Case. The electronic copies of the proposal shall be submitted in Microsoft Office, Version TBD (Word Excel, PowerPoint) or Microsoft Project, Version TBD, format. In the event hardcopy and softcopy content conflict, hardcopies will take precedence over softcopies.

2.2.10 Distribution

The “original” proposal shall be identified. The total hard copies (including the original) of all volumes listed in Table 2-1 shall be addressed/delivered to the Contracting Officer (CO), Attn.: TBD, National Archives at College Park, Room 3360, 8601 Adelphi Road College Park, MD 20740-6001. All proposal material must be delivered not later than 12:00 p.m. Eastern Standard Time on the required submission date. Offerors are cautioned that they will need to process through the NARA Archives II visitors’ entrance in order to gain access to the building and should allow appropriate time. Offerors should also note that any packages that they bring into Archives II will need to pass through security scanning equipment or will be subject to physical inspection. Visitors should call Acquisition Services at extension 7xxxx for escort.

2.3 Proposal Organization and Format

- (a) The Offeror shall prepare the proposal as set forth in the **Table 2-1, Proposal Organization** below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the specified number of copies. The volumes identified in the table shall be separately bound in three-ring, loose-leaf binders. A Table of Contents, Glossary, and Cross-Reference Matrix (see Section 2.4.3, Cross Referencing) are required for all volumes, but are not listed in Table 2-1. If Table 2-1 conflicts with any other requirement, direction or provision of this solicitation, the other reference shall take precedence over this table.

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Volume/ Section	Volume/Section Title	Hard Copy Qty *	Soft Copy Qty.	Page Limit
	Letter of Transmittal			2 Pages
I	TECHNICAL	10	2	
Section 1	Technical Solution and Approach			100 Pages
Section 2	Systems and Software Engineering Methodology			40 Pages
II	MANAGEMENT	10	2	
Section 1	Management Plan			
	- Summary Description			5 Pages
	- Contract Work Breakdown Structure & Dictionary			No Limit
	- Performance Work Statement			No Limit
	- Contract Data Requirements			No Limit
	- Integrated Plan			No Limit
	- Integrated Schedule			No Limit
Section 2	Management Team			5 Pages, plus 2 pages per resume, and 1 page per position description
Section 3	Management Approach			50 Pages
III	PAST PERFORMANCE	10	2	
	- Relevant Contracts (5 for Offeror, Plus 2 for major subcontractors)			5 pages per contract submitted
	SW-CMM Compliance Information			2 pages
	- Organizational Structure Change History			No limit
IV	PRICE	5	2/2**	No Limit
	Contract Documentation			

* The hard copy quantity includes 1 original.

** 2 softcopies protected and 2 softcopies unprotected (that is, that can be manipulated by NARA Contracts Department).

Table 2-1: Proposal Organization

- (b) A letter of transmittal or executive cover letter shall be included within Offeror's proposal submission. This cover letter will not be counted against the page limitations of the proposal. This letter shall not exceed two pages in length. Phone numbers for points of contact including the company or division's executive officer or Vice President, program manager, program manager alternate, and contracting officer shall be provided.
- (c) The Offeror shall provide the completed proposal master cross-reference matrix as an attachment to Volumes I through III. This cross-reference matrix is excluded from the page limit.
- (d) A master table of contents of the entire proposal shall be provided as an attachment to Volumes I through III. This master table of contents is excluded from the page limit.
- (e) Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When both sides of a sheet display printed material, it shall be counted as two (2) pages. Foldout pages count as one page. Foldouts deemed to have been used as replacements for text as a means to reduce page counts shall be counted as two (2) pages. Each page shall be counted except the following: Cover pages, tables of contents, tabs and glossaries, plus specific items that are explicitly exempted from page counts.

The remaining sections describe the required contents of each volume of the Offeror's proposal.

2.4 Oral Presentation

In addition to written proposals, Offerors who are determined to be in the competitive range may be asked to make oral presentations to the Government. The Government will determine during proposal evaluation whether oral presentation will be required. In the event there is a discrepancy between the written proposal and the oral presentation, the written proposal will take precedence.

2.4.1 Format of Oral Presentations

- (a) Following the evaluation of the written proposals and the determination of a competitive range, the Government will randomly determine in which order the Offerors shall provide their oral presentations to the Government. Following this selection, the Government will notify the Offerors of the scheduled date and time for presentation of their oral proposal. This notification will contain any other logistical information required.
- (b) The oral presentation shall be sufficiently detailed, specific, and complete to enable the Government to thoroughly evaluate the presentation.
- (c) There is no limit to the number of "charts" (e.g., transparencies, slides, or computer screen displays) that the Offerors may present during their presentations; however

the number must be consistent with the time available for presentation. The presentation charts shall highlight information in the proposal.

- (d) Offeror shall provide to the Government ten (10) printed copies of their presentation charts in three ring binders at the beginning of the presentation. The printed charts must be identical to those actually displayed during the presentation.

The oral presentation shall consist of three (3) segments, which are described below:

Segment Number	Segment Purpose	Maximum Allotted Time
1	Offeror will present an overview of their technical solution and management approach.	Not More than Ninety (90) minutes
2	Short recess to allow for discussions by Government representatives.	Thirty (30) Minutes
3	Questions & Answers/Discussions	Two (2) Hours

Table 2-2: Oral Presentation Times

Each presenter shall begin their session with the identification of the session being presented and the presenter's name, position, and company affiliation. Introductions will count toward the time limit. The Government will monitor the allotted time, announcing the start and end of the presentation periods. Charts submitted, but not briefed within the time limit, will not be considered for evaluation.

The Government plans to videotape all segments.

Segment 1 - The overview will consist of introduction and the Offerors' understanding and approach to meeting the contract requirements. This may include both the technical and management aspects of Offeror's approach.

Segment 2 – A short recess will follow the overview to allow the Government representatives an opportunity to discuss the presentation and develop possible questions for the Offerors.

Segment 3 - The Government will enter into a question and answer/discussion period with the Offerors following completion of its oral presentation and recess. This period will allow the Government to clarify information that the Offerors provided in their oral presentations.

2.4.2 Oral Presentation Logistics

The following subsections describe the logistical considerations for the Oral presentation, including location, restrictions on presenters, and presentation equipment.

2.4.2.1 Facilities

- (a) The Government shall provide the facility in which the oral presentations are to be conducted. The facility shall be located at the NARA Archives II Building, 8601 Adelphi Road College Park, MD.
- (b) The Government will provide written notice to the Offerors of the location of the oral proposal facility within three (3) workdays following notification by the Government of the date/time for the presentation. Included in this notice shall be the name and telephone number of the Government's representative whom the Offeror will contact upon arrival at the facility, information concerning site access procedures, information concerning parking location, a map of the facility (if required), room number, and any other logistical information that the Government deems necessary.

2.4.2.2 Authorized Presenters

- (a) The Offeror may have a maximum of seven (7) representatives present at the oral presentation. All Offeror attendees in the oral presentation facility shall actively participate in the oral presentation (i.e., present a portion of the overall presentation) and shall be physically present in the oral presentation facility at all times. The proposed Program Manager for the project, if proposed as key, must be one of the presenters. All presenters must be identified in Offeror's proposal as key personnel. In addition one (1) company official who is authorized to negotiate and comment on behalf of the Offeror shall be present at all segments. This person may or may not be one of the presenters. If this individual is not a presenter, then the maximum number of company representatives shall be increased to eight (8).
- (b) There shall be no entry and exit allowed from the oral presentation facility once the first presentation begins, with the exception of break periods.

2.4.2.3 Presentation Equipment

- (a) Offerors may use their choice of presentation equipment during the oral presentation (e.g., overhead projector, slide projector, or computer-driven projection display). A screen will be available in the presentation room for projection purposes. Offerors shall not use external phone or Internet connections for their presentations.
- (b) Offerors shall be responsible for providing the presentation equipment, preparing it (setting it up) prior to the start of the presentations, and operating it during the presentations.

3.0 VOLUME I, TECHNICAL

Offeror shall provide information about its technical solution and approach in this volume.

3.1 Section 1 – Technical Solution and Approach

Based on its understanding of the problem, the Offeror shall present its understanding of the Government's vision of and need for the ERA, and propose its technical solution for the ERA.

3.1.1 Understanding of the Problem

The Offeror shall describe at a conceptual level its understanding of NARA's business processes, including those required for the long-term preservation of and access to authentic electronic records. Summarize the technical challenges and risks for electronic records archiving, and describe at a conceptual level the technical solution required to develop and deploy ERA.

3.1.2 ERA System Architecture

Offeror shall describe its proposed top-level architecture for the ERA, including major software functions, processing flows, and operational flexibility.

- (a) Describe the features of the architecture that specifically demonstrate that the architecture is evolvable, scalable, and extensible over time.
- (b) Describe Offeror's approach to ensuring future portability to new computer hardware and operating systems.
- (c) Describe Offeror's approach to integration of COTS software products and minimizing future costs by replacing COTS components from one vendor with COTS components of similar capability from a different vendor.
- (d) Identify the standards that will be imposed for Application Programming Interfaces (APIs). Describe how the architectural framework will ensure a third party can develop components that will integrate with applications implemented from the framework, with no information other than framework API specifications.
- (e) Describe any technical requirements that will be imposed on external systems to enable them to interface with components in the architectural framework.
- (f) Describe how Offeror's architectural framework will:
 - Support current and potential future system security requirements,
 - Support current and potential future system performance requirements, and
 - Support current and potential future requirements for interfaces with external systems.

- (g) Describe the features of the architecture that specifically demonstrate that it will preserve the ability to reproduce authentic copies of records in the future.

3.1.3 ERA Design

Describe a notional design for the ERA that is consistent with the proposed architecture. This design is solely for purposes of proposal evaluation to determine Offeror's depth of understanding of the ERA and its requirements. If selected, Offeror will not be obligated to use the proposed notional design in the execution of the Analysis and Design phase of the contract.

- (a) The design must explicitly show how the Offeror will accommodate ERA's system functionality and performance needs and requirements as they relate to the implementation of this system. The Offeror shall demonstrate the extent to which the requirements of the program are understood, including allocation of requirements to hardware, software, and operations.
- (b) Offeror must provide a Requirements Validation Matrix that clearly maps all requirements in the *ERA Requirements Document (RD)* to the proposed design.
- (c) List the make or buy decisions related to COTS, NDI, and developed software reflected in the design, summarize the basis for those decisions, and describe why this will balance performance, schedule, risk, and life cycle cost.
- (d) Detail specifics about any recommended COTS products as they relate to functional requirements detailed within this RFP. Detail the relationship between these software packages and explain how system integrity will be maintained through technology upgrades of that software. For each COTS product in the design provide a level of assurance that it will be supported by its vendor for the duration of the contract; and describe the risk mitigation approach if its vendor fails to provide support.
- (e) Offeror should avoid using COTS products that require modification by the vendor for use in the ERA system. Offeror shall provide information on any COTS products in its design that require modification, including information on the extent and cost of such modifications.
- (f) Describe the security features of the design.
- (g) Describe how the design will ensure ease of maintenance.
- (h) Describe how Offeror's design will enable effective Operations and Support (O&S) for the system, and how it will minimize the costs for O&S.

3.2 Section 2 – Systems and Software Engineering Methodology

The proposal shall include a description of the systems and software engineering processes that the Offeror shall apply to the ERA. In addition, the Offeror's approach to O&S shall be described.

3.2.1 Systems Engineering Approach

Define Offeror's processes to ensure a disciplined and rigorous systems engineering and integration approach to develop the ERA.

- (a) The Offeror shall describe its approach to integrating developed software, vendor software products, databases, business rules, platforms, networks, and other elements.
- (b) Describe the systems engineering and integration tools that will be used.
- (c) Identify and describe the lifecycle model that will be used, and provide the rationale for selecting this model.
- (d) Describe the Offeror's approach to defining phases and incremental development, including the sequence of releases.

3.2.2 Software Engineering Approach

Describe Offeror's technical and management approach for designing, developing, integrating, and deploying software to meet ERA system functional and performance requirements.

- (a) Identify and describe the methods that will be used for each of the following: system and software requirements analysis; system, computer network, and software architecture design; database conceptual, logical and physical design; and detailed design of application software. Describe why each method was selected.
- (b) Discuss Offeror's approach to prototyping, including methods and providing access to the government. Indicate where prototyping is applicable and how the results of prototyping will be exploited.
- (c) Identify the automated tools that will be used for system, software, database, and Graphical User Interface design. If software tools from more than one vendor will be used, describe how the data output by all of these tools will be made and kept consistent throughout development. Identify what data generated through the use of software tools will be made available to the Government.
- (d) Describe Offeror's approach to identifying, specifying, and tracking the development status of interfaces, including external interfaces, and internal interfaces.
- (e) Describe the guidelines, practices, and metrics that will be used to reduce software design complexity and improve design understandability.
- (f) Specify or describe the standards that the Offeror intends to apply to this effort. The standards must be voluntary consensus standards accepted industry-wide such as those published and controlled by the American National Standards Institute (ANSI) or other ANSI certified organization such as the Institute of Electrical and Electronics Engineers (IEEE) or the Electronic Industries Alliance (EIA). The

IEEE/EIA 12207.0-1996, *Industry Implementation of International Standard ISO/IEC 12207.1:1995, (ISO/IEC 12207) Standard for Information Technology — Software life cycle processes* and the IEEE Std 12207.02-1998, *IEEE Standard for Application and Management of the Systems Engineering Process* is NARA's preferred software process standard.

- (g) For each major delivered system release, the Government expects to conduct or participate in requirements and design-related formal reviews, including Requirements Reviews (RRs), Preliminary Design Reviews (PDRs), and Critical Design Reviews (CDRs). Discuss Offeror's approach to support these activities, including relative roles of the developer and the Government. Offeror may propose alternative approaches if the above activities are inconsistent with their processes and procedures.

3.2.3 Requirements Management

The Offeror's proposal shall describe the processes the Offeror will use in capturing, modeling, documenting, and managing business and technical requirements.

- (a) Describe Offeror's requirements definition and management process, including the approach to ensure that allocated requirements are complete, consistent, and correct. Identify any tools and metrics that will be used in this approach. Indicate what data about the requirements process will be made available to the Government.
- (b) Describe Offeror's process to identify and manage all of the effects or impacts that a requirements change has caused.

3.2.4 Quality Management

The Offeror shall discuss the extent to which the Offeror's organizational structure and processes will promote quality. Offeror's proposal shall describe Offeror's processes for continuous quality improvement and should present the Offeror's method to measure quality improvement.

- (a) Describe the responsibility, processes, and products of Offeror's Quality Management (QM) program relative to ensuring that processes, standards, and conventions are followed.
- (b) Describe the responsibility, methods, and products of the QM organization relative to technical or product verification.
- (c) Describe the documentation and metrics from QM activities that will be made available to the Government. Describe any tools used to support QM activities. Describe Offeror's approach for interfacing with the ERA PMO QM organization.

3.2.5 Configuration Management

The Offeror's proposal shall describe the Offeror's approach for performing Configuration Management (CM) for all work products produced during the entire systems engineering life cycle.

- (a) Describe Offeror's CM approach and process, including the following.
 - The baselines that will be controlled, such as functional, allocated, product, and production baselines.
 - Change control of developmental and other contractor controlled baselines.
 - Configuration identification, configuration control, and status accounting. The Government intends to specify configuration identification rules for delivered configuration items. Offer shall commit to adherence to these rules.
 - Formal configuration audits and reviews.
- (b) Describe the CM that will be imposed on hardware, application software, documentation, COTS and NDI software, and development environment tools.
- (c) Identify the automated configuration tools that will be used and how those tools will be integrated with the systems engineering process.
- (d) Identify what CM documentation and metrics will be provided to the Government, and describe how this information will be made available. Describe Offeror's approach for interfacing with the ERA PMO CM organization.
- (e) For major delivered system releases, the Government expects to conduct or participate in Functional Configuration Audit (FCAs) and a Physical Configuration Audits (PCAs). Discuss Offeror's approach to support these activities, including respective roles of the developer and the Government. Offeror may propose alternative approaches if the above activities are inconsistent with their processes and procedures.
- (f) The Government intends to manage changes to delivered system baselines through a Government controlled Configuration Control Board (CCB) and related Engineering Review Board (ERB). Discuss Offeror's approach to supporting the CCB and ERB, including respective roles of the developer and the Government.

3.2.6 Test and Evaluation

The Offeror shall describe the Offeror's approach in testing system components, services, systems, and subsystems.

- (a) Describe Offeror's approach to its internal test and evaluation activities, including the levels of testing that will be performed, such as unit, integration, and system testing. Discuss test planning, execution, and reporting, including building, configuration, and maintenance of test environments, and utilization of automated testing tools.

- (b) Identify the documentation and metrics that will be generated relative to testing, and what part of this documentation will be made available to the Government.
- (c) Define Offeror's approach for Government participation/insight into test plan, test case, and test procedure development, test execution and reporting.
- (d) Describe Offeror's process for finding, tracking, closing, and reporting defects of all kinds, including what data is tracked and the visibility of this data to project staff and to the Government.
- (e) Discuss how CM will be performed during integration testing to control the fixes to problems found and to document the configuration of each release.
- (f) For each major delivered system release, the Government will prepare and execute an Acceptance Test Plan. In addition, for operational releases, the Government will conduct Production Acceptance Testing, Installation Testing, and Operational Acceptance Testing. Only the Production Acceptance Test will be applied to the initial non-operational releases in Increment 1. In addition, the Government expects to conduct or participate in testing-related formal reviews associated with delivered major system releases, including Test Readiness Reviews (TRRs) and Operational Readiness Reviews (ORRs). Discuss Offeror's approach to support these activities, including respective roles of the developer and the Government. Offeror may propose alternative approaches if the above activities are inconsistent with their processes and procedures.

3.2.7 Operations and Support Approach

Offeror shall describe its approach to Operation and Support (O&S) of the operational ERA system.

- (a) Describe Offeror's approach to computer operations, including continuity of operations and disaster recovery.
- (b) Describe Offeror's approach to network operations, including continuity of operations and disaster recovery.
- (c) Describe Offeror's approach to hardware and COTS software maintenance, including spares inventory and replenishment.
- (d) Describe Offeror's operational approach for achieving the system availability requirements in the ERA RD
- (e) Describe Offeror's approach to provision of Help Desk support, including hours of operation and levels of service.
- (f) Describe Offeror's approach to facility build out and preparation, for both secure and non-secure sites.
- (g) Describe Offeror's approach to establishing system instances within a prepared facility.
- (h) Identify the documentation, reports, and metrics that will be generated relative to O&S, and how it will be made available to the Government.

- (i) Describe any other aspects of Offeror's approach to ERA O&S that provide exceptional value or benefit to the Government.

4.0 VOLUME II, MANAGEMENT

This section shall describe the Offeror's approach to managing the ERA program.

4.1 Section 1, Management Plan

Offeror shall define its program management plan in the interrelated documents described below. Outline the proposed work in the Contract Work Breakdown Structure (CWBS) and define the scope of the proposed effort in the Performance Work Statement (PWS). Identify deliverables in the Contract Data Requirements List (CDRL), and in the PWS regarding other data items. Provide the plan for completing the work in the Integrated Plan including the approach for implementing the processes critical to the work. In the Integrated Schedule, provide a schedule for the activities in the Integrated Plan. The Integrated Schedule should be provided weekly for the Analysis and Design Phase, biweekly for development of Increment One (1) and monthly for development of the remaining Increments for the planned work.

Describe the relationship between the CWBS, the PWS, proposed data items, the activities in the Integrated Plan and Integrated Schedule. Show why the scope of work in the CWBS and PWS, and the plan for the work in the Integrated Plan/Integrated Schedule, will meet the objectives and requirements of the RFP.

4.1.1 Contract Work Breakdown Structure

The Government's Preliminary Work Breakdown Structure (PWBS) and PWBS Dictionary defined in Section J-5 provides a structure that the Offeror shall use as the basis for the Offeror-developed CWBS. Offeror shall provide a tailored, expanded Work Breakdown Structure (WBS) and dictionary necessary to execute the ERA program in the most efficient manner. Define a CWBS that is consistent with Offeror's proposed management and technical processes and products, identifies all work required to meet the RFP objectives and requirements, and is prepared by extending the PWBS. The CWBS must encompass elements needed for all Increments.

Include a tree diagram that shows all CWBS elements and a dictionary to define each CWBS element. The CWBS and its associated developed dictionary must be in harmony with the Integrated Plan.

4.1.2 Performance Work Statement

Describe the work necessary to meet the Government's objectives, performance goals, and requirements as described in the SOO and *Requirements Document (RD)*.

At a minimum the PWS shall address all tasks to complete all increments and all necessary tasks to provide technical and management support to the ERA. The PWS shall define all work to be performed and summarize data requirements and deliverables. Link each work task to the CWBS and to any associated CDRL and other data items. The PWS must encompass activities for all Increments. Describe any Government Furnished Information (GFI) or Government Furnished Equipment (GFE) that Offeror believes will be necessary to perform the work under this contract.

4.1.3 Contract Data Requirements List

Describe all data items that Offeror proposes to formally deliver to the Government by expanding upon the existing CDRL in Section J-6. All data requirements shall be traceable to one or more specific tasks defined in the PWS and Integrated Plan. Data requirements shall be specified using Offeror format.

4.1.4 Integrated Plan and Schedule

The Integrated Plan shall capture the core activities and relate the processes necessary for the Contractor to achieve ERA program requirements. It must include performance metrics sufficient to monitor project activities. The Integrated Plan describes how the Offeror will complete the work defined in the CWBS, and scoped and described in the PWS. The Integrated Plan shall be a single plan for the entire effort, including subcontractor activities. The schedule for completing Integrated Plan activities is the Integrated Schedule. The plan must encompass activities for all Increments.

4.1.4.1 Integrated Plan

The Integrated Plan represents up-front planning and commitment, provides the basis for lower-tier planning, and provides the basis for measurement of progress in accomplishing ERA objectives. Calendar dates shall not be used in the Integrated Plan. The plan must include provision for the major system releases identified in the SOO, including interim releases within each increment. For each major release the plan must provide for appropriate software lifecycle documentation, and for Government reviews at key points in the release's lifecycle. The plan must also provide for appropriate Government audits.

4.1.4.2 Integrated Schedule

The Integrated Schedule shows the calendar schedule for the activities required to accomplish the Integrated Plan. Integrated Schedule activities should be limited to the minimum number of activities required to explain the program schedule. The Integrated Schedule shall be prepared in Offeror format and shall be constructed so that the data in the Integrated Plan can be readily traceable to the Integrated Schedule and the CWBS. Provide an Integrated Schedule for the entire contract. Include activities for all CWBS elements.

4.2 Section 2, Management Team

Offeror shall provide information about its overall team composition and structure, as well as information about its proposed management team.

4.2.1 Team Structure

Introduce the Offeror's team, including the major subcontractors and their roles and responsibilities with regard to the ERA. An organization chart of the team shall be provided to show all key ERA personnel and to depict how the Offeror's team fits within the company. The organization chart shall start at the level of the Offeror's CEO and clearly identify the entire chain of command specifying the name, title, and division name and location. The lines of authority and responsibility, names, titles, and division names and locations of personnel responsible for CM, QA and testing shall also be included. Describe the location of the project team's office, and show the location of subcontractor offices if not located at the team office. The Cost center for the project (e.g. the business center where project costs are collected and reported) shall be clearly identified.

4.2.2 Key Personnel and Staffing

Key personnel refer to both prime and subcontractor staff identified as key personnel. Identify the key personnel and show why their capabilities match the contract objectives and requirements. Offeror shall identify, as key personnel, staff that will have day-to-day responsibility for the management of the ERA project as well as team leaders or critical technical experts responsible for ensuring the accomplishment of major ERA tasks.

- (a) The Offeror shall provide descriptions of the proposed key personnel positions. Describe the duties required for each position plus the required experience, skills, qualifications, and certifications for it. Each position description shall not exceed one page, and shall be in Offeror's format.
- (b) The Offeror shall identify key personnel who meet the requirements of the key personnel position descriptions, and provide resumes for each. This experience shall include positions with current as well as former companies. Resumes shall be in Offeror's format and shall not exceed two (2) pages.
- (c) Offeror shall describe how the proposed team will work together to manage the ERA project. Describe how the team's roles and individual key personnel capabilities will work together synergistically to successfully complete the program.
- (d) Provide a cross-reference matrix that maps key staff to critical skills.
- (e) Describe specific practices that will be followed on this project to retain key personnel.
- (f) Describe any assumption of work by Offeror's staff in excess of forty (40) hours per week in Offeror's cost realism estimate.

- (g) Indicate how many persons not currently employed by Offeror or by a subcontractor that will be added to the project staff in the first two (2) months after contract award. Provide a staffing matrix showing the mix of current and new staff in Offeror's ERA project organization.
- (h) Provide a staffing profile for the entire duration of the contract.

4.3 Section 3 – Management Approach

In this section Offeror shall describe its approach to the long-term management of the ERA, including Offeror's organization and processes to plan, organize, assign resources, direct, monitor, and control the work necessary to meet the RFP objectives and requirements. It should contain a concise narrative summary, including a highlight of any key or unique features, excluding cost/price.

4.3.1 Communication

Commit to facilitating communication with the Government via positive relationships that enable continuing insight, interaction with teams, ready electronic accessibility to all data items, periodic reviews, and demonstration of readiness to complete significant scheduled events.

- (a) Describe how Offeror will facilitate ready Government electronic accessibility to contract deliverable items and all other planned data.
- (b) Describe any systems or tools that will be used to facilitate online Government access to contract data and status information.
- (c) Describe how Offeror will provide space at Offeror's facility on an as-needed basis for visits by ERA PMO personnel, including support contractor staff and IV&V staff.
- (d) The Government will be using an IV&V support contractor. Describe Offeror's approach to working on a cooperative basis with IV&V, including providing on a timely basis access and work products to IV&V staff for inspection and assessment. This shall include supporting work products, sufficient to allow IV&V to perform root cause analysis if needed.
- (e) Describe Offeror's approach to working with the Government as a cooperative, cohesive team. Describe how Offeror will work with the Government to resolve problems and to communicate early any negative issues.
- (f) The ERA PMO uses Microsoft Office for general office automation purposes, including Microsoft Access for small databases; Microsoft Project and Winsight for scheduling; and Rational RequisitePro for requirements management. Indicate the degree of compatibility of Offeror's tool set with these software products. Where Offeror's corresponding tools are different, describe Offeror's ability to export data in a format that is compatible with the ERA PMO's tools.

4.3.2 Risk Management

As described below, the Offeror must provide information about its risk management approach, and extend that to a projection of perceived risks to the ERA program.

4.3.2.1 Risk Management Approach

Describe Offeror's approach to risk management including risk identification, risk characterization, risk mitigation, risk tracking, risk control, and risk officer responsibilities.

- (a) Describe the process for monitoring risk watch lists, metrics, and technical performance measures to periodically evaluate progress versus plans. Describe the extent to which this is a continuous process.
- (b) List risk metrics, and technical performance measures. Describe any tools that will be used for risk management.
- (c) Describe how Offeror's approach for identifying risks and implementing corrective action will minimize cost and schedule impacts when significant deviations from the plan are anticipated or occur.
- (d) Describe the visibility or assessment ability of risk status that will be given to the Government.
- (e) Describe any mechanisms that will be put in place to encourage project staff, including subcontractors, to report their concerns about potential risks to the ERA Project Manager.

4.3.2.2 Projected ERA Risks

The Offeror's proposal shall describe the most important potential problem areas for the ERA, listed in decreasing order of program impact, including both management and technical areas. Provide a description of the problem areas and potential impacts on NARA in accomplishing the ERA program, including the probability that they will become actual problems, and the severity impact for each actualized risk. Describe for each risk a risk mitigation approach that will eliminate or reduce risk to an acceptable level.

4.3.3 Performance Metrics

The Offeror shall propose Key Performance Parameters (KPPs) for meeting the Program Performance Objectives in the SOO. Describe Offeror's proposed management processes for measuring, monitoring, evaluating, and reporting on performance against the Offeror's proposed KPPs and the necessary metrics for the Offeror's proposed Award Fee Plan.

All metrics should adhere to the following characteristics of software life cycle data as defined in IEEE/EIA 12207.1-1997, *Standard for Information Technology – Software life cycle processes – Implementation Considerations*.

- Unambiguous: Data is described in terms that only allow a single interpretation.
- Complete: Data includes necessary, relevant requirements with defined units of measure.
- Verifiable: A person or a tool can check the data for accuracy or correctness.
- Consistent: There are no conflicts within the data.
- Traceable: The origin of the data can be determined.
- Presentable: The data can be retrieved and viewed.

The following metrics must at a minimum be maintained by the contractor and reported to the Government on a monthly basis:

1. Earned Value Management System (EVMS) including Level of Effort, Cost Performance Index/Indicator, and Schedule Performance Index/Indicator;
2. Change Request Inventory;
3. Defect Management;
4. Software Size;
5. Action Item Aging;
6. Risk Containment/Monitoring; and
7. Test Coverage.

The Offeror is encouraged to propose additional metrics that are deemed to be useful in managing the project, and which may provide more detailed indicators of program status.

4.3.3.1 Earned Value Management

Propose a tailored Earned Value Management (EVM) process that will be used by the Offeror to manage the ERA project. The EVM method shall identify how the Offeror will make the information readily available to the Government. The EVM shall include metrics that allow the Government to assess the effectiveness of the Offeror's management and technical processes.

- (a) Indicate whether Offeror's EVMS is compliant with ANSI Standard EIA-748-A, Earned Value Management Systems.
- (b) Describe the quantitative measurement of the earned value status and other cost/schedule status metrics that will be provided with the cost and schedule reporting on this project.
- (c) Describe how Offeror will compute and report throughout the duration of the program the current estimate of cost-to-complete and schedule-to-complete, along

with any metrics that will be used to evaluate the validity of these estimates. This response should explicitly describe whether unresolved risk items are considered in the estimates of cost- and schedule-to-complete. If so, describe how they are considered.

- (d) Offeror should describe its process for planning and implementing corrective action for anticipated or actual deviations from its plans.

After contract award, the government will conduct an assessment of the contractor's EVMS.

4.3.3.2 Other Performance Metrics

Describe the management processes that will be used on the ERA project for measuring, monitoring, evaluating, correcting, and reporting all aspects of project performance.

- (a) Identify and define all the metrics for early indication of potential problems that will be collected and reported to the Government on a regular basis and provide the rationale for selecting this set of metrics. Include the threshold value for each metric, which if exceeded, indicates a potential problem.
- (b) Describe the methods and tools that will be used to track project status, and identify the items for which the accuracy of tracking is the most sensitive.
- (c) Identify the data in the Offeror's performance tracking system that will be freely available to the Government. Indicate how this information will be made available.
- (d) Identify the information that will be made available to all persons on the software project team, and the methods for conveying this information. Conversely, describe the project status information that will be solicited from the team (including subcontractors), and the methods used to obtain it.
- (e) Describe how the performance measures provided to the Government will facilitate Government review of Offeror's performance.

4.3.3.3 Program Performance Measures

Describe Offeror's proposed management processes for measuring, monitoring, evaluating, and reporting on performance against the Offeror's proposed KPPs and the necessary metrics for the Offeror's proposed Award Fee Plan.

4.3.4 Subcontract Management

The Offeror shall describe its subcontract management approach. Describe the roles and responsibilities of all major subcontractors. Offeror shall include its small business goals in its Subcontract Management Approach. The Government's small business subcontracting goals for this contract are as follows. Total to small business is 23% of the

contract value. Of that total, the following allocations apply: small disadvantaged businesses 5% of the contract value; women-owned small businesses 5 % of the contract value; HUBZone small businesses, 3% of the contract value; and service-disabled veteran-owned small businesses, 3% of the contract value.

- (a) Indicate the roles and responsibilities of the proposed subcontractors and the rationale for the assignments; include a chart depicting these elements.
- (b) Define the relevant capabilities that proposed subcontractors bring to the ERA project. Identify the value of each subcontractor by stating what their contribution will be and their qualifications. Identify the estimated percent of the program (in terms of overall dollar value) to be fulfilled by each subcontractor.
- (c) The Offeror shall describe its teaming agreements with its proposed subcontractors. Cite the duration of the agreements, and state the roles and responsibilities of each subcontractor if specifically designated in those agreements. Indicate any restrictions in the teaming agreements that might limit Offeror's ability to control the project or to respond effectively if subcontractor performance is inadequate. Specifically describe any arrangements where individual subcontractors are given a fixed percentage of the work, or have the sole right to perform specific portions of the work. Indicate any restrictions on the Offeror that would limit Offeror's ability to bring additional subcontractors onto the ERA project.
- (d) The Offeror shall describe its subcontractor management processes, including flow-down of requirements and procedures, and tracking subcontractor performance to ensure program technical and programmatic requirements are met. Offeror must specifically describe how development subcontractor staff and activities will be integrated into the Offeror's SW-CMM Level III compliant processes and procedures.
- (e) Describe how effective communications and cooperative, cohesive relationships will be implemented with the subcontractors.
- (f) Describe how Offeror will meet the small business subcontracting goals of this contract.

4.3.5 Operational Transition Management

The contractor selected to develop the ERA will experience two major transition events. The first of these will occur at the down-select to a single contractor. The second transition will occur due to the need to initiate Operations and Support (O&S) activities in order to make the initial system operational.

4.3.5.1 Down-select Transition

The Offeror shall describe its approach to handling the transition from the Analysis and Design Phase to the Development Phase.

- (a) Describe planned organizational, staffing, or other changes that will be undertaken to effect the transition. Identify the activities and events needed to make the transition.
- (b) Identify the risks associated with this activity, and describe the mitigation strategy for them.
- (c) Describe how Offeror's transition approach is fully integrated with its program management, subcontract management, and systems engineering approaches.
- (d) Describe how team cohesiveness will be maintained during the transition.

4.3.5.2 Operational Transition

Submit an approach for how Offeror will transition the Initial Operational Capability (IOC) ERA system from a developmental to an operational state. Describe how critical information about the ERA system will be imparted to the O&S staff via training or other techniques.

- (a) Describe Offeror's knowledge transfer approach for ERA.
- (b) Identify activities and events needed to make the transition. Identify a timeline for knowledge transfer, including training, certification processes (as appropriate), and other factors that reflect how Offeror will ensure that knowledge transfer has occurred.
- (c) Identify the risks associated with this activity, and describe the mitigation strategy for them.
- (d) Offeror must describe its approach and method for training appropriate O&S staff, including administrators and operational support personnel prior to, during, and post implementation of the system. The training plan must address the approach for determining training needs, developing a training strategy, and the method and schedule for delivering the appropriate level of training at the right time.
- (e) Describe Offeror's approach to training Government personnel to function in the proposed ERA environment. Describe any training specific to the group of government employees who will become leaders of the organizational change that ERA will introduce.
- (f) Describe any tools that will be used to facilitate knowledge transfer to NARA and to the O&S staff.
- (g) Describe the knowledge transfer activities that will be performed for successive increments of the ERA system.
- (h) Describe Offeror's process for transitioning system instances from the developmental to operational environments, including physical movement and setup of equipment.

5.0 VOLUME III – PAST PERFORMANCE

Each Offeror shall submit past performance information including Past Performance Questionnaires, CMM Compliance information, and organizational structure change history as specified below.

Each Offeror is required to submit the information for each relevant Government contract as well as the SW-CMM compliance information fifteen (15) days prior to the date set for receipt of proposals. Failure to provide this information fifteen (15) days prior to the proposal submission date shall be cause for the Offeror's proposal to be rejected.

5.1 Relevant Contracts

The Offeror shall submit past performance information on five (5) recent contracts that the Offeror considers most relevant in demonstrating the Offeror's ability to perform the proposed effort. A recent contract is one on which the contractor has performed work within the past five (5) years. Also include information on two (2) recent contracts performed by each major subcontractor that are considered to be most relevant in demonstrating their ability to perform the proposed effort. Include rationale supporting the assertion of relevance.

Past Performance Questionnaires should be completed in accordance with the format contained in Attachment J-10. No past performance information shall be provided other than in the completed Past Performance Questionnaires.

The Offeror is required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. The Offeror should clearly describe management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. Categorize the relevance information into the specific Technical and Management subfactors used to evaluate the proposal. There is a five (5) page limit per contract submitted.

Offerors are cautioned that the Government will use data provided by the Offeror in its proposal as well as data obtained from other sources in the evaluation of past performance. The Offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, authorizing release of adverse past performance information to the Offeror so the Offeror can respond to such information. For each identified effort for a commercial customer, Offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance. The consent letters and client authorization letters will not count toward the page limit.

5.2 Software CMM Compliance

The Offeror shall provide SW-CMM evaluation information for the Offeror's proposed software organization that will be used to conduct software lifecycle activities for the development of ERA. Results must be made available from the most recent (not later

than eighteen (18) months prior to the release of this RFP) SEI Software Capability Evaluation (SCE) or CMM Based Appraisal for Internal Process Improvement (CBA-IPI). The evaluation must have been performed by an independent evaluator, and must demonstrate that the Offeror's process capability satisfies Level III or higher of the Software Development CMM, Version 1.1. The Offeror shall describe the type of appraisal (i.e., Internal Process Improvement (IPI) or SCE). There is a limit of two (2) pages for this information.

5.3 Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between the conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include a "roadmap" describing all such changes within the last five (5) years in the organization of Offeror's company and for each subcontractor submitting past performance information. Since the Government intends to consider past performance information provided by other sources as well as that provided by Offeror, the "roadmap" should be both specifically applicable to the efforts identified and general enough to apply to efforts on which the Government receives information from other sources.

6.0 VOLUME IV – Price

Offer shall provide sufficient information to allow Government evaluation of its proposed cost/price. Also provide a proposed award fee plan, and provide identified contract documentation.

6.1 Realism of projected Cost of work to be performed

Offeror shall submit detailed cost data, summaries, and narrative supporting cost data. This is data designated in FAR 15.4 as "certified cost or pricing data." There is no page limit for this portion of the Price Volume.

An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the Technical and Management Volumes, identified personnel resources, and cost must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low cost estimate, the nature of these techniques and their impact on cost must be explained. Or, if a corporate policy decision has been made to absorb a portion of the estimated cost it must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the Offeror's standing upon evaluation. The burden of proof as to cost credibility rests with the Offeror.

It is required that the Offeror provide by Contract Line Item and Phase a plan for integrating the PWS, CWBS, labor hours estimates by labor categories, and bill of materials for each scheduled activity over the period of performance. It is also required that the Offeror provide all the basis of all estimates, consolidated bill of materials, costing rationale, costing ground rules, and related business assumptions. This should include all cost associated with the performance of this contract. This information is required to evaluate the Offeror's understanding of the ERA program and will be used as the EVM baseline. After contract award this baseline will be used by the ERA PMO to monitor performance.

6.2 Total Cost of Ownership (TCO)

Offeror is required to identify proposal features or assumptions that impact Total Cost of Ownership (TCO). Volumes I (Technical) and II (Management) of Offeror's proposal submission will be used to evaluate the anticipated impact on TCO of proposed solutions

6.3 Award Fee Plan

An Award Fee will be awarded and released to the contractor each six (6) month period in accordance with the Award Fee provisions of the contract.

Offeror shall propose an Award Fee Plan for the first six (6) month contract period following completion of the Systems Analysis and Design Phase (first six (6) months of Increment 1). Information provided in the plan shall include at a minimum:

1. Description of each performance based factor being evaluated, and the percentage of the total award fee allocated to each factor.
2. Evaluation criteria to be applied to each factor. Each criterion shall include performance standards for four (4) levels of performance, including Exceptional, Very Good, Satisfactory, and Unsatisfactory.
3. Procedures for calculating overall award fee based on the factor ratings.

Offeror should align its award fee factors with the SOO and with the performance standards in its proposed PWS.

6.4 Contract Documentation

The following items shall be supplied by the Offeror in the order listed below. This information will be used by the Government to prepare the contract document and supporting file. References to the model contract refer to Sections A through K of this solicitation.

6.4.1 Section A - Solicitation/Contract Form

Offeror shall complete blocks 12 to 16 and signature and date blocks 17 and 18 of the SF33, and provide as Section A of the model contract. Signature by the Offeror on the

SF33 constitutes an offer, which the Government may accept. The “original” copy should be clearly marked under separate cover and should be provided without any punched holes.

6.4.2 Section B - Supplies or Services and Costs/Prices

Offeror shall provide completed pricing information in Section B of the model contract.

6.4.3 Section F – Period of Performance

The Offeror’s proposal shall include this Section of the Model Contract.

6.4.4 Section G - Contract Administrative Data

The Offeror’s proposal shall include this Section of the Model Contract.

6.4.5 Section H - Special Contract Requirements

The Offeror’s proposal shall include this Section of the Model Contract.

6.4.6 Section I - Contract Clauses

The Offeror’s proposal shall include this Section of the Model Contract.

6.4.7 Section K - Representations, Certifications, and Other Statements of Offerors

Offeror shall provide completed representations, certifications, acknowledgements, and statements.

6.4.8 Exceptions to Terms and Conditions

Exceptions taken to terms and conditions of the model contract, to any of its formal attachments, or to other parts of the solicitation shall be identified by the Offeror. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of **Table 6-1, Solicitation Exceptions**. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

Solicitation Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOO, RD, Section L, Section M, Model Contract	Applicable Page and Paragraph Numbers	Identify the contract requirement or portion to which exception is taken	Justify why the contract requirement will not be met

Table 6-1: Solicitation Exceptions**6.4.9 Other Information Required**

In addition to the model contract information above, the Offeror shall provide the following supplementary information.

6.4.9.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to Offeror's proposal and who can obligate the company contractually. Identify those individuals authorized to negotiate with the Government.

6.4.9.2 Government Offices

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, Defense Contract Audit Agency (DCAA), and Government Paying Office. Provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

6.4.9.3 Company/Division Address, Identifying Codes, and Applicable Designations

Provide company/division's street address, county and facility code; CAGE code; DUNS code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

6.4.9.4 Attachments to the Model Contract

The Offeror shall provide copies of the following as attachments to Section J of the model contract: CWBS, PWS, CDRLs, Integrated Plan, and Integrated Schedule (same as provided in proposal Volume II, Management).

6.4.9.4.1 Subcontracting Plan

The Offer shall include a Subcontracting Plan in accordance with FAR 19.702. The CO must approve the Subcontracting Plan before contract award.

Section M – Evaluation Factors for Contract Award

Section M – Evaluation Factors for Contract Award.

1.0 Contract Award

The Government will conduct this competitive negotiated acquisition in accordance with FAR Subpart 15.3, Source Selection. This is a best value source selection (see Section L, full-text provision FAR 52.215-1, Instructions to Offerors-Competitive Acquisition, subparagraph (f), Contract Award).

The Oral Presentations will be a component of the overall evaluation for Offerors in the competitive range.

2.0 Factors and Subfactors for Award

The Contractor must have achieved at least SW-CMM Level III maturity. Failure to provide evidence of SW-CMM Level III compliance shall result in the Offeror's proposal being rejected.

Offerors will be evaluated based on the following evaluation factors and their associated risk, which are listed in descending order of importance.

- Factor 1 Technical
- Factor 2 Management
- Factor 3 Past Performance
- Factor 4 Cost or Price

All evaluation factors other than cost or price, when combined, are significantly more important than Cost or Price.

Within Factor 1, the Technical factor, there are two subfactors, which will be evaluated separately. These subfactors are listed in descending order of importance.

- Subfactor 1 Technical Solution
- Subfactor 2 System & Software Engineering Methodology

Within Factor 2, the Management factor, there are two subfactors, which will be evaluated separately. These subfactors are listed in descending order of importance.

- Subfactor 1 Management Team
- Subfactor 2 Management Approach

2.1 Factor 1, Technical

The Offeror's technical solution will be evaluated to determine if it demonstrates a clear understanding of the problem and offers a solid and comprehensive solution architecture and design for addressing ERA objectives and requirements. The Offeror's system and software engineering methodology will be evaluated for soundness and comprehensiveness.

The following subfactors will be evaluated in descending order of importance.

Subfactor 1 Technical Solution

Subfactor 2 System & Software Engineering Methodology

2.1.1 Subfactor 1, Technical Solution

The areas below will be considered in the rating of the Technical Solution.

Understanding of the Problem - The Offeror's technical solution will be evaluated to determine the Offeror's depth of understanding of ERA. The Offeror's technical solution will be evaluated to determine how well it demonstrates an understanding of the Government's goals for the system, NARA's business, archival processes for electronic records, the technical challenges and risks for electronic records archiving, and the technical solution required to develop and deploy ERA.

Architecture - The Offeror's proposed architecture will be evaluated to determine how evolvable, scalable, and extensible it is. The proposed architecture will be evaluated for its ability to allow for different physical implementations during design and deployment. The proposed architectural approach to security will be evaluated. The proposed architecture will be evaluated to determine the degree to which it exhibits sound design characteristics and how appropriately it applies the use of COTS.

Design - The Offeror's proposed design will be evaluated for reasonableness and consistency with the Offeror's architecture. The Offeror's Requirements Validation Matrix (RVM) will be evaluated to determine how thoroughly it addresses all ERA requirements and its consistency with the Offeror's Design. The Offeror's RVM and design will also be evaluated to determine how well they are reflected in the Offeror's Management Plan. Furthermore, each Offeror's proposal will be evaluated on the proposed solution and technology offered.

Risk - the government will review the risk associated with the Offeror's proposed technical solution.

2.1.2 Subfactor 2, System and Software Engineering Methodology

The Government will evaluate the Offeror's proposed system and software engineering methodology to determine how comprehensive, sound, and effective it is. The Offeror's systems and software engineering processes, procedures, and controls will be evaluated to determine how well they address the key drivers of system design, development, maintenance, and operations and support. Critical components of the evaluation will include both methodology and the process used to carry out the engineering of the system. The Offeror's systems and software engineering methodology will be evaluated to determine its effectiveness with respect to system analysis, requirements analysis and development, system and software design, implementation approach and standards, and how comprehensive is the approach to testing and evaluation. The Offeror's processes will be evaluated to ensure that best engineering practices are being followed in the areas of CM, requirements management, test management, and QA.

The Offeror's approach to operations and support of the operational ERA system will be evaluated to determine its effectiveness in achieving the levels of service and system availability requirements in the ERA RD. The Offeror's approach to operations and support will be evaluated to determine how well it provides for continuity of operations and disaster recovery.

The Offeror's processes will be evaluated to ensure that they have proposed the use of document formats and content consistent with voluntary consensus standards in accordance with revised OMB Circular A-119. The Government will review the risk associated with the Offeror's proposed systems and software engineering methodology.

2.2 Factor 2, Management

The Offeror's management team will be evaluated for depth and breadth of experience and how well its organization meets the needs of ERA. Finally, the Offeror's management approach will be evaluated to determine how well its methodology addresses the planning, communication, risk management, performance metrics management, subcontract management, and transition management requirements of ERA.

The following subfactors will be evaluated in descending order of importance.

- Subfactor 1 Management Team
- Subfactor 2 Management Approach

2.2.1 Subfactor 1, Management Team

The Offeror's management team and approach will be evaluated to determine if it provides a high caliber team for managing the development of ERA and provides an integrated organization, with strength in each major area that unites and controls ERA

development activities, including work performed by subcontractors. The qualifications of the key personnel proposed by the Offeror will be individually evaluated. Qualifications include their experience, skills, knowledge, education, and past performance in performing similar tasks. Special attention will be given to the breadth and depth of each member's experience and past performance on projects similar to ERA in size, scope, complexity, and content. The availability of key personnel to work on ERA and remain on the program through IOC and the Offeror's proposed measures for staff retention on ERA will also be evaluated. Previous experience with the organization's quality work processes on other projects will be evaluated. The Government will review the risk associated with the Offeror's proposed management team.

2.2.2 Subfactor 2, Management Approach

The proposed management approach will be evaluated to determine how efficient and effective it is, and how well it provides integrated management information that keeps the contractor program manager and the government well informed and the system and software engineering activities closely coordinated.

The areas below will be considered in the rating of the Offeror's management approach.

Business Information - The Offeror's Performance Work Statement (PWS), Contract Work Breakdown Structure (CWBS), Integrated Plan and Schedule, and Deliverable List will be evaluated to determine the extent to which they are comprehensive and fully integrated. The Offeror's proposed program performance standards will be evaluated to determine how effectively and efficiently they measure program performance against ERA program Performance Objectives

Award Fee plan - The Government will evaluate the Offeror's proposed award fee plan.

Communication - The Offeror's approach to program communications with the NARA ERA PMO will be evaluated for soundness and comprehensiveness. The Offeror's approach for providing for clear lines of communication between the Offeror's team and the government for problem identification, mitigation, and resolution will also be evaluated. The Offeror's approach for providing for Government visibility into the Offeror's activities, including ready access to deliverables and work in progress, and for allowing ease of coordination of activities between Offeror and the Government will be evaluated. The Offeror's approach for providing for hosting Government representatives, including Government employees and ERA PMO support contractor staff at the Offeror's facility will also be evaluated.

Risk Management - The Offeror's Risk Management approach will be evaluated on its approach to risk management, including risk identification, risk characterization, risk mitigation, risk tracking, and the extent to which this is a fully institutionalized and continuous process. Evaluation will be made on the degree of realism of the ERA

Program risk items identified, their relative importance and probability of occurrence, and proposed activities to anticipate and mitigate those risks.

Performance Metrics - The Offeror's approach to program performance metrics will be evaluated to determine if:

- The proposed performance metrics system provides an effective and quantifiable approach for monitoring and evaluating project performance;
- Proposed performance metrics are identified for each major element in the PWS;
- The proposed performance metrics system provides for an efficient, effective, and streamlined review by the government; and
- The Offeror's tailored Earned Value Management (EVM) approach is sound, efficient and provides effective management visibility into the program performance.

Subcontract Management - The Offeror's subcontract management approach will be evaluated to determine how effectively subcontractors will be managed and controlled, and how subcontractor staff and activities will be integrated into the Offeror's management and technical processes and procedures. Descriptions of the Offeror's teaming/subcontract agreements with major subcontractors will be evaluated for clarity and soundness of approach. The Offeror will be evaluated for compliance with the socioeconomic goals provided in this RFP.

Transition Approach - The Offeror's approach to handling the transition from the analysis and design phase to the development phase (down-select) will be evaluated. The Government will evaluate the Offeror's approach to managing the transition from development to operation and support of the system.

Risk - The Government will review the risk associated with the Offeror's proposed management approach.

2.3 Factor 3, Past Performance

The Government will evaluate performance based on the Offeror's past and present performance on relevant management, cost, and technical experience with the life-cycle development and integration of similar systems. Past performance of the Offeror and the Offeror's participating divisions and proposed subcontractors will all be considered. Experience of the Offeror as a subcontractor on similar efforts, commercial work, and Independent Research and Development (IR&D) are also relevant. The Government will evaluate the Offeror's record of contract compliance and of supplying products and services that meet users' needs within cost and schedule requirements. The Offeror's past performance in addressing and resolving program problems will be evaluated. The Offeror's past performance with phase transitions (design flyoff and development to ops transitions) will also be evaluated. The Offeror's past performance with staff retention

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will be evaluated. The Offeror's past performance with Government communications will also be evaluated.

In conducting the past performance assessment, the Government may use data obtained from other sources as well as data provided in the Offeror's proposal. The information presented in the Offerors' proposals, together with information from any other sources available to the Government will provide the input for evaluation of this factor. The Government will review the risk associated with the Offeror's past performance.

2.4 Factor 4, Cost or Price

As discussed earlier, all evaluation factors other than cost or price, when combined, are significantly more important than Cost or Price. Price (including cost and fee for the Increments) shall be reviewed for cost realism to determine what the Government should realistically expect to pay for the proposed effort, the Offerors' understanding of the work, and the Offerors ability to perform the contract. Also, see Section L, full-text provision FAR 52.215-1, Instructions to Offerors-Competitive Acquisition, subparagraph (f), Contract Award.